

REGISTRATION NO. 15431
Filed 1425

WILMER CUTLER & PICKERING

2445 M STREET, N.W.
WASHINGTON, D. C. 20037-1420

REGISTRATION NO. 15431-B
Filed 1425

DEC 29 1987

INTERSTATE COMMERCE COMMISSION

INTERNATIONAL TELEX: 440 239 WCPI UI

TELEX: 89-2402 WICRING WSH

TELEPHONE 202 663-6000

REGISTRATION NO. 15431-C
Filed 1425

15431-D

DEC 29 1987

INTERSTATE COMMERCE COMMISSION

EUROPEAN OFFICE

4 CARLTON GARDENS

LONDON, SW1Y 5AA, ENGLAND

TELEPHONE 011-441-839-4466

TELEX: 8813918 WCPLDN

TELCOPY: 839-3537

CABLE ADDRESS: WICRING LONDON

WILSON H. HARRISON, JR.

DIRECT LINE (202)

663-6093

DEC 29 1987

December 29, 1987

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Burlington Northern Railroad Company

Electrical Power Purchase Financing

9.634% Secured Notes Due 1988-1998

No. 7-363A000

Date DEC 29 1987

50.00

Dear Ms. McGee:

On behalf of the parties listed below, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five enclosed executed counterparts each of five documents, not previously recorded, as listed below:

1. Trust Indenture and Security Agreement dated as of December 22, 1987, between The Connecticut Bank and Trust Company, National Association, as Indenture Trustee, and Meridian Trust Company, as Owner Trustee.

2. Indenture Supplement dated December 29, 1987, of Meridian Trust Company, as Owner Trustee.

3. Lease of Railroad Equipment dated as of December 22, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.

4. Lease Supplement No. 1 dated December 29, 1987, between Meridian Trust Company, in its capacity as Owner Trustee as Lessor, and The Connecticut National Bank, in its capacity as LMX Trustee as Lessee.

5. Assignment of Electrical Power Purchase Agreement dated as of December 22, 1987, between The Connecticut National Bank, in its capacity as LMX Trustee as Lessee (Assignor) and Meridian Trust Company, as Owner Trustee (Assignee).

The names and addresses of the parties to the aforementioned documents are as follows:

DEC 29 12 26 PM '87
100 OFFICE OF
THE SECRETARY OF
TRANSPORTATION

Counterparty
A. H. Harrison

12:30 PM

New Number 15431

1. Indenture Trustee:

The Connecticut Bank and Trust Company,
National Association,
One Constitution Plaza,
Hartford, Connecticut 06115.

2. LMX Trustee-Lessee-Assignor:

The Connecticut National Bank,
777 Main Street,
Hartford, Connecticut 06115.

3. Builder:

General Electric Company,
2901 East Lake Road,
Erie, Pennsylvania 16531.

4. Owner Trustee--Lessor-Assignee:

Meridian Trust Company,
35 North Sixth Street,
Reading, Pennsylvania 19601.

Please file and record the documents referred to in this letter and index them under each of the names of the aforementioned parties, remembering the Assignee, Meridian Trust Company, should be indexed under its own name with a cross reference to this filing.

The equipment covered by the afore-mentioned documents is listed on Exhibit A attached hereto. The equipment bears the legend "Ownership Subject to a Security Agreement Filed with The Interstate Commerce Commission".


A short summary of the documents to appear in the ICC Index is as follows:

"Covers 100 locomotives, LMX 8500-8599"

There is also enclosed a check for \$50 payable to the Interstate Commerce Commission, representing the fee for recording the enclosed documents.

Once the filing has been made, please return to bearer the stamped counterparts of the documents not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for the
above parties

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

APPENDIX A
TO
LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Closing</u>
General Electric Model B39-8 diesel- electric locomotives	General Electric Company	FLB01 (General Specs.) FLB01D (Modifica- tions)	Erie, Pennsylvania	65	8500-8502, 8504-8539, 8541-8566	\$1,038,680	\$67,514,200	December 29, 1987, or such other date not later than December 31, 1987, designated by the Lessee.
				35	8503 8540 8567-8599	\$1,038,680	\$36,353,800 103,862,000	April 29, 1987, or such other date not later than June 30, 1987, designated by the Lessee.
								In each case, at such place as the Lessee shall design- ate.

Exhibit A

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Allen H. Harrison, JR.
2445 M. Street N. W.
Washington, D.C. 20037

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on at , and assigned rec-
cordation number(s) 12/29/87 12:30PM 15431 & 15431-A, B, C & D & 15334-A & 15432

Sincerely yours,

Narita R. McEne

Secretary

Enclosure(s)

Now No.

=====

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of December 22, 1987

From

MERIDIAN TRUST COMPANY,

REC'D. DATE 12-29-87 543.1 1425

DEC 29 1987 - 11 11 AM

INTERSTATE COMMERCE COMMISSION

OWNER TRUSTEE

To

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION

INDENTURE TRUSTEE

=====

(Covering General Electric Model B39-8
Diesel-Electric Locomotives)

INDENTURE

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Attachments to Indenture:

Schedule 1	- AMORTIZATON SCHEDULE
Schedule 2	- DEFINITIONS
Exhibit A-1	- FORM OF SERIES A NOTE
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Exhibit B	- FORM OF INDENTURE SUPPLEMENT

DEC 29 1987

THIS TRUST INDENTURE AND SECURITY AGREEMENT^{INTERSTATE COMMERCE COMMISSION} dated as of December 22, 1987 is from MERIDIAN TRUST COMPANY, a Pennsylvania trust company, whose post office address is 35 North Sixth Street, Reading, Pennsylvania 19601, in its individual capacity only as expressly stated herein and otherwise solely as Owner Trustee under a Trust Agreement dated as of December 22, 1987 (as the same may be amended or modified and in effect from time to time, the "Trust Agreement") with the Owner Participant named below (individually "Meridian" and as such trustee the "Owner Trustee"), to THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, whose post office address is One Constitution Plaza, Hartford, Connecticut 06115 (the "Indenture Trustee").

RECITALS:

Meridian, individually and as the Owner Trustee, and the Indenture Trustee have entered into a Participation Agreement dated as of December 22, 1987 (as the same may be amended or modified and in effect from time to time, the "Participation Agreement") with LMX Corporation, a Delaware corporation ("LMX"), The Connecticut National Bank, a national banking association (the "Lessee"), individually and as LMX Trustee under the LMX 1987 Trust Agreement dated as of the date hereof, Bell Atlantic TriCon Leasing Corporation, a Delaware corporation (the "Owner Participant"), General Electric Company, a New York corporation ("Supplier's Contractor"), General Electric Capital Corporation, a New York corporation ("GECC"), and the financial institutions named in Appendix I thereto (collectively the "Purchasers" and individually a "Purchaser"), providing for the purchase by Purchasers on the First Closing Date of the Owner Trustee's 9.634% Series A Secured Notes due 1988-1998 (the "Series A Notes") in an aggregate principal amount not exceeding \$57,200,000, and on the Second Closing Date of the Owner Trustee's 9.634% Series B Secured Notes due 1988-1998 (the "Series B Notes" and, together with the Series A Notes, the "Notes") in an aggregate principal amount not exceeding \$30,800,000.

The Notes and all principal thereof and interest and premium, if any, thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Owner Trustee to the holders of the Notes or the Indenture Trustee under the terms of the Notes and this

INDENTURE

Indenture and all additional amounts and other sums at any time due and owing from or required to be paid by the Owner Trustee, the Lessee or any other party to any Operative Document to the holders of the Notes or the Indenture Trustee under the terms of the Notes, this Indenture, the Lease, the Participation Agreement or any other Operative Document are hereinafter sometimes referred to as the "Indebtedness".

Terms used herein without definition shall have the meanings ascribed thereto in Schedule I to the Participation Agreement or in Appendix A to the EPPA (which, together, are annexed hereto as Schedule 2).

All of the requirements of law relating to the transactions contemplated hereby have been fully complied with and all other acts and things necessary to make this Indenture a valid, binding and legal instrument for the security of the Notes and other Indebtedness have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Owner Trustee in consideration of the premises and of the sum of Ten Dollars received by the Owner Trustee from the Indenture Trustee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes according to their tenor and effect, without priority of any one Note or series thereof over any other such Note or series, and to secure the payment of all other Indebtedness and the performance and observance of all covenants and conditions in the Participation Agreement and the Lease and in the Notes and in this Indenture contained running in favor of the holders of the Notes or the Indenture Trustee, does hereby grant unto the Indenture Trustee, its successors and assigns, a security interest in, all and singular of the Owner Trustee's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof, subject always to those limitations set forth in Section 1.3 hereof and to Excepted Rights in Collateral as defined in Section 1.4 hereof (all of which properties, rights, interests and privileges hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

INDENTURE

1.1. Equipment Collateral. Collateral includes the railroad equipment described in the Indenture Supplements, each substantially in the form of Exhibit B hereto (collectively the "Equipment" and individually a "Unit" or "Unit of Equipment"), delivered on the respective Closing Dates pursuant to the Participation Agreement, constituting the Equipment purchased by the Owner Trustee and leased and delivered under the Lease on or prior to such Closing Dates; together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee or Consumer as expressly provided in the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails therefrom.

1.2. Other Collateral. Collateral also includes all right, title, interest, claims and demands of the Owner Trustee

(a) in, to and under the Lease, including all extensions of the Lease Term, together with all rights, powers, privileges, options and other benefits of the Owner Trustee as lessor under the Lease, including without limitation:

(1) the immediate and continuing right to receive and collect all rents (including Interim Rent, Basic Rent and Supplemental Rent), Casualty Value payments, Termination Value payments, insurance proceeds (or payments in lieu of insurance), condemnation awards, requisition and other payments, tenders and security now or hereafter payable to or receivable by the Owner Trustee under the Lease;

(2) the right to make all elections, waivers and agreements and all options to give any notice, consents, approvals under or in respect of the Lease, and to enter into any amendments relating to the Lease or any provision thereof and to accept any surrender of the Equipment or any part thereof; and

(3) the right, power and privilege to take such action upon the occurrence of a Lease Event of

Default or an event which with the giving of notice or lapse of time, or both, would constitute a Lease Event of Default, including the declaration of default, commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things and to exercise or to commence the exercise of any remedy whatsoever which the Owner Trustee or any lessor is or may be entitled to do whether arising under the Lease or by statute or at law or in equity, or otherwise;

except those rights and sums reserved as Excepted Rights in Collateral under Section 1.4 hereof;

(b) as assignee of and under the EPPA, the Maintenance Agreement, the Operative Agreement, the Consumer Agreement, the EPPA Assignment, the Maintenance Agreement Assignment and the Operative Agreement Assignment, together with all rights, powers and remedies on the part of the Owner Trustee, whether arising under any such Assignment or by statute or at law or in equity or otherwise, arising out of any default under any such Assignment or under such Agreement or other document which is the subject of such Assignment;

(c) in, to and under the Purchase Agreement, the EPPA Consent, the Operative Agreement Consent, the Maintenance Agreement Consent and the Bills of Sale;

(d) all insurance, casualty and requisition proceeds with respect to the Equipment, including but not limited to the insurance required under Section 7 of the Lease or under comparable provisions of the EPPA;

(e) all monies and securities deposited or required to be deposited with the Indenture Trustee pursuant to any term of this Indenture or the Lease or required to be held by the Indenture Trustee hereunder; and

(f) all proceeds of the foregoing.

Concurrently with the delivery hereof, the Owner Trustee is delivering to the Indenture Trustee the original executed counterpart of the Lease and the EPPA (to each of which a chattel paper receipt is attached).

INDENTURE

-- HABENDUM CLAUSE --

TO HAVE AND TO HOLD all and singular the aforesaid properties, rights, interests and privileges unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Notes, without any priority of any Note or series over any other, and for the uses and purposes and subject to the terms and provisions set forth in this Indenture.

1.3. Limitations to Security Interest. The security interest hereunder granted by this Section 1 is subject to Permitted Liens.

1.4. Excepted Rights in Collateral. There are expressly excepted and reserved from the security interest and operation of this Indenture the following described properties, rights, interests and privileges (hereinafter sometimes referred to as the "Excepted Rights in Collateral") and, except as otherwise provided in clause (b)(ii) below, nothing herein or in any other agreement contained shall constitute an assignment of said Excepted Rights in Collateral to the Indenture Trustee:

(a) (i) all payments of any indemnity under Section 6 or 12 of the Lease, Section 7 or 8 of the Consumer Agreement, Section 3 of the Maintenance Agreement or Section 5 of the Operative Agreement which by the terms of any such Section are payable to the Owner Trustee (in its individual capacity and as Owner Trustee) or the Owner Participant for its own account, (ii) payments of Supplemental Rent by the Lessee in respect of any amounts payable under the Indemnity Agreement, (iii) proceeds of insurance maintained with respect to the Units of Equipment by or for the benefit of the Owner Participant (whether directly or through the Owner Trustee) and not required under (but nevertheless not prohibited by) § 7.7 of the Lease, (iv) proceeds of public liability insurance (or any similar payment from a governmental authority) in respect of the Units of Equipment payable to, or as a result of losses suffered by, the Owner Trustee or the Owner Participant for its own account, and (v) subject to the provisions of the second paragraph of Section 5.3(a) hereof, any right of the Owner Trustee for reimbursement from the Lessee for any amounts advanced or costs incurred under the Lease by the Owner Trustee on the Lessee's behalf; and

INDENTURE

(b) (i) all rights of the Owner Trustee (in its individual capacity and as Owner Trustee) under the Lease or any other Operative Document to demand, collect, sue for or otherwise obtain all amounts due the Owner Trustee (in its individual capacity and as Owner Trustee) or the Owner Participant on account of any indemnities referred to in the foregoing clause (a)(i), (ii) all rights of the Owner Trustee (but not to the exclusion of the Indenture Trustee) at all times to receive from the Lessee all notices, certificates, reports, filings, opinions of counsel and other documents and all information which the Lessee is permitted or required to give or furnish to the Owner Trustee pursuant to any Trust Indenture Document, (iii) so long as no Indenture Event of Default shall have occurred and be continuing, all rights of the Owner Trustee, subject to § 3.1(5) of the Lease, to exercise the rights, elections and options of the Lessor to make any decision or determination and to give any notice, consent, waiver or approval with respect to any adjustments of rentals, Termination Values and Casualty Values under §§ 3.1(3) and 3.1(4) of the Lease and (iv) all rights of the Owner Trustee (in its individual capacity and as Owner Trustee) or the Owner Participant for its own account to demand, collect, sue for or otherwise receive and enforce the payment of Excepted Rights in Collateral due and payable to it, provided that the rights excepted and reserved by this paragraph (b) shall not be deemed to include the exercise of any remedies provided for in § 13 of the Lease.

SECTION 2. COVENANTS AND WARRANTIES OF THE OWNER TRUSTEE.

The Owner Trustee covenants, warrants and agrees as follows:

2.1. Owner Trustee's Duties. The Owner Trustee covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Operative Documents which are applicable to it, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein. The Owner Trustee undertakes to perform only such duties as are expressly and specifically set forth herein and in the other Operative Documents and no implied obligations

or covenants shall be read into this Indenture or any other Operative Documents against the Owner Trustee.

2.2. Warranty of Title. The Owner Trustee has the right, power and authority to grant a security interest in the Collateral to the Indenture Trustee for the uses and purposes herein set forth and represents and warrants that (except as permitted herein or in any other Operative Document) it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Indenture shall remain in effect and shall not have been terminated pursuant to Section 9.9 hereof, any of its right, title or interest hereby assigned, to anyone other than the Indenture Trustee; and the Owner Trustee will warrant and defend the title to the Collateral against all claims and demands of Persons claiming by, through or under the Owner Trustee, excepting only this Indenture and Permitted Liens (other than Lessor's Liens). Meridian also agrees that it will, in its individual capacity and at its own cost and expense, without regard to the provisions of Section 6 hereof, promptly take such action as may be necessary to duly discharge any Liens on the Collateral arising by, through or under Meridian and unrelated to the transactions contemplated by the Participation Agreement and the other Operative Documents. Without limiting the foregoing, Meridian hereby represents and warrants that there is no financing statement or other filed or recorded instrument in which Meridian is named and which Meridian (either individually or as the Owner Trustee hereunder) has signed, as debtor or mortgagor now on file in any public office covering any of the Collateral excepting instruments filed or to be filed in respect of and for the security interest provided for herein.

2.3. Further Assurances. The Owner Trustee will, at the request of the Indenture Trustee, at no expense to the Indenture Trustee, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection and continuation of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired.

2.4. After-Acquired Property. Any and all property described or referred to in Sections 1.1 and 1.2 hereof which is hereafter acquired (including without limitation all equipment described in an Indenture Supplement as contemplated by Section 1.1 hereof) shall ipso facto, and

without any further conveyance, assignment or act on the part of the Owner Trustee or the Indenture Trustee, become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Owner Trustee under Section 2.3 hereof.

2.5. Recordation and Filing. The Owner Trustee will cause this Indenture and all supplements hereto, and the Lease and all supplements thereto, at all times to be kept, recorded and filed at no expense to the Indenture Trustee in such manner and in such places as the Indenture Trustee may reasonably request or as may be required by law in order fully to preserve and protect the rights of the Indenture Trustee hereunder, and will at no expense to the Indenture Trustee furnish to the Indenture Trustee promptly after the execution and delivery of this Indenture and of each supplement hereto an opinion of counsel (which may be counsel for the Lessee or the Consumer) stating that in the opinion of such counsel, this Indenture or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record and perfect the security interest intended to be created hereby.

2.6. Power of Attorney in Respect of the Lease. Subject to the other terms of this Indenture, the Owner Trustee does hereby irrevocably constitute and appoint the Indenture Trustee its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned under Section 1 hereof, with full power to settle, adjust or compromise any claim thereunder as fully as the Owner Trustee could itself do, and to endorse the name of the Owner Trustee on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Owner Trustee or otherwise, which the Indenture Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Indenture Trustee in and to such rents and other sums and the security intended to be afforded hereby.

2.7. Notice of Default. The Owner Trustee further covenants and agrees that it will give the Indenture Trustee

prompt written notice of any event or condition constituting a Lease Event of Default of which an officer in the corporate trust department of the Owner Trustee has actual knowledge.

2.8. Ratification of Lease. The Owner Trustee does hereby ratify and confirm the Lease and does hereby agree that (except as permitted herein or in the other Operative Documents) it will not take or omit to take any action, the taking or omission of which would result in an alteration or impairment of any of the Trust Indenture Documents or of any of the rights created by any thereof or the assignment hereunder.

2.9. Mandatory Prepayment of Notes on Certain Buyouts. In the event the Lessee shall purchase the Equipment delivered on either or both Closing Dates as provided in § 16.5 or 16.6(C) of the Lease, the Notes of the series issued on such Closing Date or Dates shall be prepaid in full, together with accrued interest thereon to the date of prepayment and a premium equal to the applicable Make Whole Premium Amount. Such payment shall be effected on the date of such purchase of Equipment pursuant to the Lease and shall be distributed in accordance with the provisions of Section 4.1(c) hereof. Notice of prepayment pursuant to this Section 2.9 shall be given by the Owner Trustee to each holder of a Note of the series being prepaid in the manner specified in Section 9.13 hereof at least 30 and not more than 60 days prior to the date fixed for such prepayment (or in the case of a purchase of the Equipment pursuant to §16.5 or 16.6(C) of the Lease at least 15 days prior to such prepayment) and shall specify (x) that it is a notice of prepayment pursuant to this Section 2.9 and (y) the date fixed for prepayment. Upon the giving of such notice there shall become due and payable on the date specified therein the entire aggregate principal amount of the Notes of the series being prepaid, together with interest accrued thereon to the date of prepayment and the amount of the applicable Make Whole Premium Amount. As soon as practicable after the Make Whole Premium Amount is determined (and in any event at least 15 days prior to such prepayment) the Owner Trustee shall give notice of the amount thereof (accompanied by computations in reasonable detail) to each holder of a Note of the series being prepaid.

The Notes shall not be subject to prepayment except as hereinabove and in Section 4.1(b) hereof provided.

As used in this Indenture, the term "Make Whole Premium Amount" means with respect to any Note the remainder (but in no event less than zero) of (i) the present value (discounted quarterly at the Discount Rate for the Notes of the same series) of the scheduled principal installments on such Note in accordance with its terms (without giving effect to any prepayment or acceleration in respect of which the Make Whole Premium Amount is then being determined), and scheduled interest payments on such Note from the respective dates on which such principal installments and interest payments are payable, minus (ii) the principal amount of such Note being paid or prepaid and in respect of which the Make Whole Premium Amount is payable.

As used in this Indenture, the term "Discount Rate" means with respect to the Notes of either series the average per annum yield to maturity values for actively traded United States Treasury Fixed Interest Rate Securities, adjusted to constant maturities most closely approximating the then-remaining average life to maturity of such Notes, for each of the business days occurring in the calendar week ending on a Friday not more than 20 days prior to the date on which the payment or prepayment of such Notes occurs and for which week there shall have been issued a Statistical Release H.15 (519) described below (the "Computation Period"), as read from the yield curves of the most actively traded marketable United States Treasury Fixed Interest Rate Securities

(x) constructed daily by the United States Treasury Department (i) as published by the Federal Reserve Board in its Statistical Release H.15 (519), "Selected Interest Rates" for the Computation Period, or (ii) if such Statistical Release is not then published, as published by the Federal Reserve Board in any release comparable to its Statistical Release H.15 (519) and covering the Computation Period, or (iii) if the Federal Reserve Board shall not be publishing a comparable release, as published in any official publication or release of any other United States government department or agency and covering the Computation Period, or

(y) if United States Treasury Department shall not then be constructing such yield curves, as constructed by the Federal Reserve Board or any other United States government department or agency and published as set forth in (x) above and covering the Computation Period.

INDENTURE

If the Discount Rate can not be determined as provided above, then the Discount Rate shall mean an average per annum yield to maturity values for each business day during the Computation Period of the two issues of actively traded marketable United States Treasury Fixed Interest Rate Securities which have prices closest to par of the four such issues having constant maturities most closely approximating the remaining average life to maturity of the Notes of such series from such business day (excluding all such securities which can be surrendered at the option of the holder at face value in payment of any federal or state tax, or which provides tax benefits to the holder or which were issued at a substantial discount).

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

3.1. Possession of Collateral; Quiet Enjoyment. So long as no Indenture Event of Default shall have occurred and be continuing, the Owner Trustee shall be suffered and permitted to remain in possession and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always, that the possession, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Indenture. It is expressly understood that the use and possession of the Equipment by the Lessee under and subject to the Lease and the making available of the Equipment by the Lessee to the Consumer under the EPPA, so long as no Lease Event of Default shall have occurred and be continuing, shall not constitute a violation of this Section 3.1. So long as no Lease Event of Default shall have occurred and be continuing, the Lessee (and its permitted assigns) shall be entitled to the possession of the Equipment and the use thereof under the Lease, neither the Indenture Trustee, the Owner Trustee nor any person claiming by, through or under either such party shall disturb the Lessee's (or its permitted assigns') possession and use of the Equipment, or take any action contrary to the Lessee's (or its permitted assigns') rights of quiet possession and enjoyment under the Lease, and the Lease shall not be terminated by the Owner Trustee, the Indenture Trustee or any person claiming by, through or under either such party. So long as no Consumer Event of Default shall have occurred and be continuing and so long as no Supplier Event of Default (relating to the bankruptcy or insolvency of Supplier's Contractor) specified in

Section 15(a)(v) of the EPPA shall have occurred and be continuing, Consumer shall be entitled to have the Equipment made available to it thereunder for the purpose of receiving the electrical power generated by the Equipment in accordance with the terms and conditions of the EPPA, and neither the Indenture Trustee, the Owner Trustee nor any person claiming by, through or under either such party shall take any action contrary to Consumer's right so to have the Equipment made available and to receive the electrical power generated thereby and the EPPA shall not be terminated by the Indenture Trustee, the Owner Trustee or any person claiming by, through or under either such party.

3.2. Release of Property. So long as no Lease Event of Default shall have occurred and be continuing, the Indenture Trustee shall execute a release in respect of any Unit of Equipment designated by the Lessee for settlement pursuant to § 7 of the Lease upon receipt from the Lessee of written notice pursuant to the Lease designating the Unit of Equipment in respect of which the Lease will terminate and either (a) the receipt from the Lessee of all sums which constitute Casualty Value payable in respect of such Unit of Equipment or (b) the replacement of such released Unit with a replacement Unit, as the case may be, in each case in compliance with § 7 of the Lease.

SECTION 4. APPLICATION OF ASSIGNED RENTS AND CERTAIN OTHER MONEYS RECEIVED BY THE INDENTURE TRUSTEE.

4.1. Application of Rents and Other Payments. So long as no Indenture Event of Default or (except as otherwise provided in Section 4.3 hereof) Potential Indenture Event of Default shall have occurred and be continuing:

(a) the amounts from time to time received by the Indenture Trustee which, directly or indirectly, constitute payment by the Lessee of installments of Interim Rent or Basic Rent under the Lease (including without limitation, all Supplemental Rent at the Overdue Rate in respect of late payments of Interim Rent or Basic Rent) shall be applied, first, to the payment of the installments of interest only or principal and interest (and in each case first to interest and then to principal), as the case may be, then due on the Notes (including overdue interest), and second, the balance of

such amounts shall be paid (on the same business day as received) to or upon the order of the Owner Trustee;

(b) the amounts from time to time received by the Indenture Trustee which constitute settlement of the Casualty Value for any Unit of Equipment pursuant to § 7 of the Lease shall be promptly applied by the Indenture Trustee as follows:

(i) first, an amount equal to the accrued and unpaid interest on that portion of the Notes to be prepaid pursuant to the following subparagraph (ii) shall be applied on the Notes;

(ii) second, an amount equal to the Loan Value of such Unit of Equipment for which settlement is then being made shall be applied to the prepayment of the Notes (ratably and without regard to series) so that each of the remaining installments of principal on the Notes shall be reduced in the proportion that the principal amount of Notes then being prepaid bears to the unpaid principal amount of the Notes immediately prior to the prepayment; and

(iii) third, the balance, if any, of such amounts held by the Indenture Trustee after making the applications provided for by the preceding clauses (i) and (ii) shall be released to or upon the order of the Owner Trustee on the date of payment of the amounts provided in the preceding clauses (i) and (ii);

and for purposes of this Section 4.1(b), the "Loan Value" in respect of any Unit of Equipment shall be an amount equal to the product of (A) a fraction the numerator of which is an amount equal to the Purchase Price of such Unit of Equipment for which settlement is then being made and the denominator of which is the Purchase Price of all Units of Equipment then subject to the Lease (including such Unit of Equipment), times (B) the unpaid principal amount of the Notes immediately prior to the prepayment provided for in this Section 4.1(b) (after giving effect to all payments of installments of principal made or to be made on the date of prepayment provided for in this Section 4.1(b));

(c) the amounts received by the Indenture Trustee in respect of the purchase of the Equipment delivered on either Closing Date pursuant to § 16.5 or 16.6(C) of the Lease shall be applied by the Indenture Trustee as follows:

(i) first, to the payment to the holder or holders of the Notes then being prepaid pursuant to Section 2.9 hereof of the principal, interest and premium then due on the Notes being prepaid pursuant to Section 2.9 hereof, in each case first, to accrued interest, second, to the premium thereon, and third, to unpaid principal;

(ii) second, the balance, if any, of such amounts shall be paid to and applied in the manner and to the extent provided for by clauses (a) and (b) of Section 5.7 hereof; and

(iii) third, the balance, if any, of such amounts shall be released to or upon the order of the Owner Trustee;

(d) the amounts received by the Indenture Trustee from time to time which constitute proceeds of casualty insurance maintained by the Lessee in respect of the Equipment (or payments in lieu thereof under self-insurance programs maintained by Consumer or Supplier's Contractor) other than amounts received as settlement of the Casualty Value of any Unit of Equipment, pursuant to § 7 of the Lease, shall be held by the Indenture Trustee as a part of the Collateral and shall be released to the Owner Trustee to reimburse the Lessee, Consumer or Supplier's Contractor, as the case may be, for expenditures made for repair upon receipt by the Indenture Trustee of a certificate of an authorized representative of the Lessee or Supplier's Contractor to the effect that any damage to such Unit in respect of which such proceeds were paid has been or will be fully repaired; and

(e) any amounts received by the Indenture Trustee from time to time pursuant to the Lease, the EPPA, the Maintenance Agreement, the Operative Agreement, the Consumer Agreement or any other Operative Document with respect to whose application none of the other provisions of this Section 4.1 shall apply shall be paid to the

party entitled thereto under the applicable Operative Document, subject, always, however, to the provisions of the following Section 4.3.

4.2. Multiple Notes. Each application of funds pursuant to Section 4.1 hereof shall be made on all outstanding Notes ratably (and without regard to series unless otherwise specified with respect to a prepayment pursuant to Section 2.9 hereof) in accordance with the respective principal amounts remaining unpaid thereon.

4.3. Default. All amounts received by the Indenture Trustee which may not be applied as provided in Section 4.1 hereof because a Potential Indenture Event of Default or Indenture Event of Default shall have occurred and is continuing shall be held by the Indenture Trustee as part of the Collateral until such Potential Indenture Event of Default or Indenture Event of Default shall no longer be continuing. If a Potential Indenture Event of Default has occurred and is continuing, one-half of all amounts from time to time received by the Indenture Trustee (other than amounts which, directly or indirectly, constitute payment of Interim Rent or Basic Rent under the Lease) shall, notwithstanding the foregoing, be applied as provided in Section 4.1 hereof and the balance of such amounts shall be held by the Indenture Trustee as aforesaid. If an Indenture Event of Default has occurred and is continuing, all amounts held by the Indenture Trustee pursuant to the second preceding sentence or thereafter received shall be applied in the manner provided for in Section 5.7 hereof in respect of the proceeds and avails of the Collateral. Notwithstanding the foregoing, if at any time (i) any Potential Indenture Event of Default or Indenture Event of Default which cannot be cured by the payment of money has occurred and is continuing, (ii) no Potential Indenture Event of Default or Indenture Event of Default which can be cured by the payment of money has occurred and is continuing, and (iii) no other Potential Indenture Event of Default or Indenture Events of Default which is also a Lease Default or Lease Event of Default, has occurred and is continuing, then, unless the Indenture Trustee shall be precluded by operation of law or by any judgment or order of any court or regulatory body of competent jurisdiction from exercising remedies under Section 5.2 hereof or § 13.1 of the Lease, no amount will be held by the Indenture Trustee for a period in excess of 180 days from the receipt thereof by the Indenture Trustee

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pursuant to this Section without being applied as provided in Section 4.1 hereof.

4.4. Certain Payments. Notwithstanding anything to the contrary contained in this Section 4, any sums received by the Indenture Trustee which (a) constitute Excepted Rights in Collateral or (b) are amounts paid to the Indenture Trustee pursuant to the EPPA Assignment, the Maintenance Agreement Assignment or the Operative Agreement Assignment which, pursuant to the terms of such Assignments, must be paid to certain persons and may not be retained by the Indenture Trustee or the Owner Trustee shall be distributed promptly upon receipt by the Indenture Trustee directly to the person or persons entitled thereto.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

5.1. Indenture Events of Default. The term "Indenture Event of Default" for all purposes of this Indenture shall mean one or more of the following:

(a) the Owner Trustee shall fail to pay or cause to be paid in full when due the principal of, premium, if any, or interest on any Note or any Casualty Value payment when payment thereof shall be due hereunder (irrespective of the provisions of Section 6 hereof or any other provision of this Indenture limiting the liability of the Owner Trustee) and such default shall continue for 10 days after written notice thereof from the Indenture Trustee or any holder of a Note to the Owner Trustee specifying the default and demanding that the same be remedied;

(b) the Owner Trustee shall, for more than 60 days after the Indenture Trustee or any holder of a Note shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term or provision of this Indenture or any other Trust Indenture Document (irrespective of the provisions of Section 6 hereof or any other provision of this Indenture limiting the liability of the Owner Trustee);

(c) a petition for reorganization under any provision of Title 11 of the United States Code, as now constituted or as hereafter amended, shall be filed by or against the Owner Trustee or the Trust and, unless such

petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Owner Trustee or the Trust contained herein shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 60 days after such petition shall have been filed;

(d) any other proceeding shall be commenced by or against the Owner Trustee or the Trust for any relief which includes, or might result in, any modification of the obligations of the Owner Trustee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of such obligations), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all such obligations of the Owner Trustee or the Trust shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Owner Trustee or the Trust or for its property in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees or receiver or receivers, within 60 days after such proceedings shall have been commenced; or

(e) any Lease Event of Default (other than a Lease Event of Default arising solely by reason of the failure of the Lessee to make an Excepted Rights in Collateral payment to the Owner Trustee, unless the Owner Trustee shall have acquiesced in writing to the characterization thereof as an Indenture Event of Default) shall have occurred and be continuing, subject, in respect of any Lease Event of Default under § 13.1(A) of the Lease

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(including any such Lease Event of Default arising from the failure of Supplier's Contractor to make any payment under the Maintenance Agreement or the failure of Consumer to make any payment under the EPPA, when due) to Section 5.3(a) hereof.

5.2. Indenture Trustee's Rights. The Owner Trustee agrees that when any Indenture Event of Default has occurred and is continuing, but subject always to Sections 5.3 and 6 hereof, the Indenture Trustee shall have the rights, options, duties and remedies of a secured party, and the Owner Trustee shall have the rights and duties of a debtor, under the Uniform Commercial Code of any applicable jurisdiction (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Indenture Trustee may (and when directed by the holder or holders of a majority in unpaid principal amount of the Notes at the time outstanding, shall) exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) the Indenture Trustee or the holders of 25% of the aggregate unpaid principal amount of the Notes at the time outstanding may, by notice in writing to the Owner Trustee, declare the entire unpaid principal amount of the Notes to be (and in the case of an Indenture Event of Default specified in Section 5.1(c) or (d) hereof or consisting of a Lease Event of Default under § 13.1(D) or (E) of the Lease, the Notes shall automatically become) immediately due and payable; and thereupon all such unpaid principal amount, together with all accrued interest thereon and an amount equal to the applicable Make Whole Premium Amount, shall be and become immediately due and payable without presentment, further demand, protest or notice of any kind, all of which are hereby waived;

(b) the Indenture Trustee personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements and to the rights of quiet enjoyment set forth in Section 3.1 hereof) to take immediate possession of the Collateral,

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or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Owner Trustee, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) the Indenture Trustee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements and to the rights of quiet enjoyment set forth in Section 3.1 hereof, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Owner Trustee and the Lessee once at least ten days prior to the date of such sale (which ten-day period is agreed to be commercially reasonable), and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at private or public sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Indenture Trustee may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to; provided, however, that any such sale shall be held in a commercially reasonable manner. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Indenture Trustee or the holder or holders of the Notes, or of any interest therein, may bid and become the purchaser at any such sale;

(d) the Indenture Trustee may proceed to protect and enforce this Indenture and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or subject to the provisions of Section 6 hereof, for the recovery of judgment for the Indebtedness or for the enforcement of any other proper, legal or equitable remedy available

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under applicable law and in pursuance thereof the Owner Trustee hereby agrees that the Indenture Trustee may bring any such action in a court of competent jurisdiction located in the state in which the Indenture Trustee shall have its principal place of business; and

(e) the Indenture Trustee may proceed to exercise all rights, privileges and remedies of the Owner Trustee under the Lease, the EPPA, the Consumer Agreement, the Operative Agreement, the Maintenance Agreement or any other Operative Document and may exercise all such rights and remedies either in the name of the Indenture Trustee or in the name of the Owner Trustee for the use and benefit of the Indenture Trustee.

It is understood and agreed that if the Indenture Trustee shall proceed with the exercise of remedies hereunder (other than under Section 5.2(a) hereof), it shall, to the extent that it is then entitled to do so hereunder and under the Lease, and is not then stayed or prevented from doing so by operation of law, proceed (to the extent it has not already done so) to exercise one or more of the remedies referred to in § 13.1 of the Lease (as it shall determine in its sole good faith discretion), including (if and to the extent it shall determine in its sole good faith discretion that so doing is advisable under the circumstances) its right to demand payment of the maximum amount of liquidated damages provided for under subclause (e) of said § 13.1 of the Lease; and for the avoidance of doubt, it is expressly understood and agreed that the above-described inability of the Indenture Trustee to exercise any right or remedy under the Lease (or determination not to seek such liquidated damages) shall in no event and under no circumstance prevent the Indenture Trustee from exercising all of its rights, powers and remedies under this Indenture, including without limitation this Section 5.2.

5.3. Certain Rights on the Occurrence of a Lease Event of Default. If a Lease Event of Default shall have occurred and be continuing, the Owner Trustee shall have the following rights hereunder.

(a) Right to Cure. In the event of the occurrence of a default in respect of the due and punctual payment of any amount of Interim Rent, Basic Rent or Supplemental Rent provided for in § 3 or 7 of the Lease, the Owner Trustee (or GECC or Supplier's Contractor on behalf of

the Owner Trustee) may, within five days after receipt by the Owner Trustee of written notice in respect of such default, pay to the Indenture Trustee an amount equal to such unpaid amount (including interest on overdue amounts at the Overdue Rate), and such payment by or on behalf of the Owner Trustee shall be deemed to cure any Indenture Event of Default arising on account of the non-payment by the Lessee of such amount; provided, however, that the Owner Trustee (or GECC or Supplier's Contractor on behalf of the Owner Trustee) may not exercise such right in respect of more than four consecutive payment defaults or more than a total of eight payment defaults throughout the Lease Term. In the event of the occurrence of any Lease Event of Default (other than a Lease Event of Default under § 13.1(A) of the Lease) which can be cured by the payment of money, the Owner Trustee may, by exercise of the Owner Trustee's rights under § 20 of the Lease or otherwise, cure the corresponding Indenture Event of Default hereunder on or prior to the later of (i) the fifth day following the giving of written notice to the Owner Trustee that such Indenture Event of Default or Lease Event of Default has occurred and is continuing and (ii) the expiration of any grace period applicable thereto; provided that this sentence shall cease to apply, and no payment by the Owner Trustee in respect of the Lease Event of Default shall be deemed to cure or to have cured any Indenture Event of Default (or the corresponding Lease Event of Default) for the purposes of this Indenture, if during the twelve-month period immediately preceding the relevant Lease Event of Default there shall have been expended by the Owner Trustee (or the Owner Participant or GECC on behalf of the Owner Trustee) pursuant to this sentence (and which shall not have been reimbursed by the Lessee or LMX) an amount in excess of \$10,000 for any Unit of Equipment of \$50,000 for all Units of Equipment.

The Owner Trustee (or GECC or Supplier's Contractor on behalf of the Owner Trustee) shall not, by exercising the right to cure any such Lease Event of Default, obtain any Lien of any kind on any of the Collateral for or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Owner Trustee (or GECC or Supplier's Contractor) against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Indenture Trustee in and to the

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Collateral. Upon such payment by or on behalf of the Owner Trustee of an amount equal to any unpaid amount as provided hereinabove, the Owner Trustee shall be subrogated to the rights of the Indenture Trustee in respect of the amount which was overdue at the time of such payment and interest payable by the Lessee on account of its being overdue, and therefore, if no other Indenture Event of Default shall have occurred and be continuing and if all payments due on the Notes on account of principal, premium, if any, and interest, and all other sums owing to the holders thereof under any Operative Document have been paid at the time of receipt by the Indenture Trustee of such amount, the Owner Trustee shall be entitled to receive such amount and such interest upon receipt thereof by the Indenture Trustee; provided that in the event the principal and interest and premium, if any, on the Notes shall have become due and payable pursuant to Section 5.2(a) hereof, such subrogation shall, until principal of and interest and premium, if any, on all Notes shall have been paid in full, be subordinate to the rights of the Indenture Trustee in respect of any sums owing from the Lessee under the Lease or otherwise.

(b) Purchase of Notes. If the Notes shall have been accelerated pursuant to Section 5.2(a) hereof or if the Indenture Trustee shall give notice that it is proceeding to exercise its remedies hereunder, then the Owner Trustee may furnish to the Indenture Trustee and each holder of a Note at the time outstanding a written agreement of the Owner Trustee to purchase all, but not less than all, of the Notes then outstanding for the amount described below. Each holder of a Note, by its acceptance thereof, shall be deemed to have agreed that it will, upon receipt within seven days of receipt of such agreement of an amount in immediately available funds equal to the unpaid principal amount of all Notes then held by such holder, together with accrued interest thereon to the date of payment and an amount equal to the applicable Make Whole Premium Amount, plus any other amounts then due and payable to such holder under such Notes, this Indenture or any Trust Indenture Document (including without limitation all fees and expenses of counsel and all other costs, fees and expenses incurred by or on behalf of the holders of the Notes at the time outstanding and the Indenture Trustee in connection with such Lease Event of Default) which, if Section 5.7 hereof

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were then applicable, would be payable prior to payments of principal of, interest and premium, if any, on the Notes, forthwith sell, assign, transfer and convey to the Owner Trustee (without recourse, representation or warranty of any kind except for its own acts) all Notes held by such holder.

5.4. Acceleration Clause. In the case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Indenture, the principal of the Notes, if not previously due, and the interest accrued thereon, and an amount equal to the Make Whole Premium Amounts applicable to the Notes shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes and any claims for interest matured and unpaid thereon, and the Make Whole Premium Amounts applicable to the Notes, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes including principal, interest and premium, out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

5.5. Waiver by Owner Trustee. To the extent permitted by law, the Owner Trustee covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Owner Trustee acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Indenture, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or

laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

5.6. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Owner Trustee in and to the property sold, and shall be a perpetual bar, both at law and in equity, against the Owner Trustee, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Owner Trustee, its successors or assigns.

5.7. Application of Sale Proceeds. The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder and/or under the Lease shall be paid to and applied as follows:

(a) first, to the payment of costs and expenses of the exercise of any remedy or suit, if any, and of such sale, and of all proper expenses, liabilities and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Indenture Trustee and any holder or holders of the Notes and of all taxes, assessments or Liens superior to the lien of this Indenture, except any taxes, assessments or other superior Lien subject to which said sale may have been made;

(b) second, to the ratable payment of any Indebtedness or other sums (other than the amounts then owing or unpaid on the Notes) owing to or on behalf of the holders of the Notes (present or former) under any provision of the Participation Agreement, the Lease or any other Operative Document;

(c) third, to the payment to the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal

and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to the unpaid interest thereon, second, to unpaid premium, if any, thereon and, third, to unpaid principal thereof; such application to be made upon presentation of the several Notes, and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(d) fourth, to the payment of the surplus, if any, to the Owner Trustee, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

5.8. Discontinuance of Remedies. In case the Indenture Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Owner Trustee, the Indenture Trustee and the holder or holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Indenture.

5.9. Cumulative Remedies. No delay or omission of the Indenture Trustee or of the holder of any Note to exercise any right or power arising from any default on the part of the Owner Trustee, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Indenture Trustee or the holder of any Note of any such default, whether such waiver be full or partial, shall extend or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Indebtedness secured under this Indenture operate to prejudice, waive or affect the security of this Indenture or any rights, powers or remedies hereunder, nor shall the Indenture Trustee or holder of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

5.10. Right of Indenture Trustee to Perform Covenants, Etc. If the Owner Trustee shall fail to make any payment or perform any act required to be made or performed by it hereunder or by it (and not the Lessee, GECC, Supplier's Contractor or Consumer) under any Operative Document or if the Owner Trustee shall fail to release any Lien affecting the Collateral which it is required to release by the terms of this Indenture, the Indenture Trustee without notice to or demand upon the Owner Trustee and without waiving or releasing any obligation or default may (but shall not be under any obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Owner Trustee and may take all such action with respect thereto as in the Indenture Trustee's opinion may be necessary or appropriate therefor. All sums so paid by the Indenture Trustee and all costs and expenses (including without limitation legal fees and expenses) so incurred, together with interest at the Overdue Rate thereon from the date of payment or incurrence, shall constitute additional Indebtedness secured by this Indenture and shall be paid by the Owner Trustee to the Indenture Trustee on demand.

SECTION 6. LIMITATIONS OF LIABILITY.

It is expressly understood and agreed that this Indenture is executed by Meridian, not individually or personally except as expressly provided herein, but otherwise solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee; and it is expressly understood and agreed that each and all of the representations, covenants, warranties and agreements herein made on the part of the Owner Trustee (as distinct from Meridian) are each and every one of them made and intended not as personal representations, covenants, warranties and agreements by Meridian or the Owner Participant, or for the purpose or with the intention of binding Meridian or the Owner Participant personally, that except as aforesaid this Indenture is executed and delivered by Meridian solely in the exercise of the powers expressly conferred upon Meridian as Owner Trustee under the Trust Agreement, that actions to be taken by the Owner Trustee pursuant to its obligations hereunder may, in certain instances, be taken by the Owner Trustee only upon specific authority of the Owner Participant, that, except as otherwise expressly provided in Section 2.2 hereof, nothing

herein contained shall be construed as creating any liability on Meridian or the Owner Participant, individually or personally, or any incorporator, or any past, present or future subscriber to the capital stock of, or stockholder, officer, director, employee, successor or agent of Meridian or of the Owner Participant or on Meridian or on the Owner Participant, individually or personally, on account of any representation, covenant, warranty or agreement, either express or implied, contained herein, all such liability, if any, being expressly waived by the holders of the Notes and by the Indenture Trustee and by each and every person now or hereafter claiming by, through or under the holder of any Note or the Indenture Trustee; and that except as otherwise expressly provided in Section 2.2 hereof so far as Meridian, or the Owner Participant, individually or personally are concerned, the holder of any Note and the Indenture Trustee and any person claiming by, through or under the holder of any Note or the Indenture Trustee shall look solely to the Collateral for payment of the indebtedness evidenced by any Note and the performance of any obligation under this Indenture.

SECTION 7. THE INDENTURE TRUSTEE.

7.1. Certain Duties and Responsibilities of Indenture Trustee. (a) Except during the continuance of an Indenture Event of Default:

(1) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee; and

(2) in the absence of bad faith on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture or the Lease; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Indenture Trustee, the Indenture Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

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(b) In case an Indenture Event of Default has occurred and is continuing, the Indenture Trustee shall exercise such of the rights and powers vested in it by this Indenture for the benefit of the holders of the Notes, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(c) No provision of this Indenture shall be construed to relieve the Indenture Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Indenture Trustee shall not be liable for any error of judgment made in good faith by an officer of the Indenture Trustee unless it shall be proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(3) the Indenture Trustee shall not be liable to the holder of any Note with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holder or holders of a majority in unpaid principal amount of the Notes at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee, or exercising any trust or power conferred upon the Indenture Trustee under this Indenture.

(d) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee shall be subject to the provisions of this Section.

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7.2. Certain Limitations on Indenture Trustee's Rights to Compensation and Indemnification. The Indenture Trustee agrees that it shall have no right against the holder of any Note for the payment of compensation for its services hereunder or any expenses or disbursements incurred in connection with the exercise and performance of its powers and duties hereunder or any indemnification against liability which it may incur in the exercise and performance of such powers and duties, but on the contrary shall look solely to the Lessee under §§ 3.2 and 12 of the Lease for such payment and indemnification as Supplemental Rent and that it shall have no security interest in the Collateral as security for such compensation, expenses, reasonable counsel fees, if any, disbursements and indemnification except to the extent provided for in Section 5.7(a) hereof.

7.3. Certain Rights of Indenture Trustee. (a) The Indenture Trustee shall not be responsible for any recitals herein or in the Participation Agreement or for insuring the Equipment, or for paying or discharging any tax, assessment, governmental charge or lien affecting the Collateral, or for the recording, filing or refileing of this Indenture or of any other Operative Document, or of any supplemental or further mortgage or trust deed, nor shall the Indenture Trustee be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements contained herein or in the Participation Agreement, and, except in the case of a default in the payment of the principal of, or interest or premium, if any, on any Note or a default of which an officer in the corporate trust department of the Indenture Trustee has actual knowledge, the Indenture Trustee shall be deemed to have knowledge of any default in the performance or observance of any such covenants, conditions or agreements only upon receipt of written notice thereof. The Indenture Trustee shall promptly notify all holders of the Notes of any default of which the Indenture Trustee has actual knowledge. Upon receipt by the Indenture Trustee of such written notice, the Indenture Trustee shall promptly notify all other holders of the Notes of such notice and the default referred to therein by prepaid registered mail addressed to them at their addresses set forth in the Register (as such term is defined in Section 9.3 hereof).

(b) THE INDENTURE TRUSTEE MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY, SUFFICIENCY OR ENFORCEABILITY OF THIS INDENTURE, THE NOTES, THE PARTICIPATION AGREEMENT OR

ANY INSTRUMENT INCLUDED IN THE COLLATERAL, OR AS TO THE VALUE, TITLE, CONDITION, MERCHANTABILITY OR FITNESS FOR USE OF, OR OTHERWISE WITH RESPECT TO, ANY EQUIPMENT OR UNIT OF EQUIPMENT OR ANY SUBSTITUTE THEREFOR. The Indenture Trustee shall not be accountable to anyone for the use or application of any of the Notes or the proceeds thereof or for the use or application of any property or the proceeds thereof which shall be released from the lien and security interest hereof in accordance with the provisions of this Indenture.

(c) The Indenture Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(d) Any request, direction or authorization by the Owner Trustee, or by the Lessee under the Lease, shall be sufficiently evidenced by a request, direction or authorization in writing, delivered to the Indenture Trustee, and signed in the name of the Owner Trustee or the Lessee, as the case may be, by its Chairman of the Board, President, any Vice President, Treasurer, Secretary or other authorized officer, and any resolution of the Board of Directors of the Owner Trustee or the Lessee shall be sufficiently evidenced by a copy of such resolution certified by its Secretary or an Assistant Secretary to have been duly adopted and to be in full force and effect on the date of such certification, and delivered to the Indenture Trustee.

(e) Whenever in the administration of the trust herein provided for the Indenture Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the Chairman of the Board, the President, any Vice President, the Treasurer, the Secretary or other authorized officer, of the Owner Trustee and delivered to the Indenture Trustee, and such certificate shall fully warrant to the secured party or any other person for any action taken, suffered or omitted on the faith thereof, but in its discretion the Indenture Trustee may accept, in lieu thereof, other evidence of such fact or matter

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or may require such further or additional evidence as it may deem reasonable.

(f) The Indenture Trustee may consult with counsel, appraisers, engineers, accountants and other skilled persons to be selected by the Indenture Trustee, and the written advice of any thereof shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(g) The Indenture Trustee shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Collateral or to take any action towards the execution or enforcement of the trusts hereunder or otherwise hereunder, whether on its own motion or on the request of any other person, which in the opinion of the Indenture Trustee may involve loss, liability or expense, unless the Owner Trustee or one or more holders of the Notes outstanding shall offer and furnish reasonable security or indemnity against loss, liability and expense of the Indenture Trustee.

(h) The Indenture Trustee shall not be liable to the holder of any Note for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(i) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, unless requested in writing to do so by the holder or holders of a majority of the unpaid principal amount of the Notes then outstanding.

(j) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care.

(k) The provisions of paragraphs (c) through (j), inclusive, of this Section 7.3 shall be subject to the provisions of Section 7.1 hereof.

7.4. Showings Deemed Necessary by Indenture Trustee. Notwithstanding anything elsewhere in this Indenture

contained, the Indenture Trustee shall have the right, but shall not be required, to demand in respect to withdrawal of any cash, the release of any property, the subjection of any after-acquired property to the security interest of this Indenture, or any other action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information by the Indenture Trustee deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

7.5. Status of Moneys Received. Subject to the provisions of Section 9.18 hereof, all moneys received by the Indenture Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Indenture Trustee under such general conditions as may be prescribed by law, and (except as provided in Section 9.18 hereof) the Indenture Trustee shall be under no liability for interest on any moneys received by it hereunder. The Indenture Trustee and any affiliated corporation may become the owner of any Note secured hereby and be interested in any financial transaction with the Owner Trustee or any affiliated corporation, all with the same rights which it would have if not the Indenture Trustee. The Indenture Trustee agrees that, whenever it shall be required to disburse moneys under the provisions hereof to a Purchaser or other holder of a Note entitled to the benefits of Section 9.8 hereof, it shall do so by wire transfer of immediately available funds to a designated bank or trust company located in the continental United States whenever such method of payment is provided for in Appendix I to the Participation Agreement or is requested in writing by the Purchaser or such holder of a Note.

7.6. Resignation of Indenture Trustee. The Indenture Trustee or any successor thereto may resign and be discharged of the trusts hereby created by giving at least 30 calendar days' prior written notice to the Owner Trustee and to the holders of the Notes at their addresses set forth in the Register. Such resignation shall take effect upon the acceptance of trusteeship by a successor Indenture Trustee.

7.7. Removal of Indenture Trustee. The Indenture Trustee may be removed and/or a successor Indenture Trustee may be appointed at any time by an instrument or concurrent instruments in writing signed and acknowledged by the holders of a majority of the unpaid principal amount of the Notes then outstanding and delivered to the Indenture Trustee and to the

Owner Trustee and, in the case of the appointment of a successor Indenture Trustee, to such successor Indenture Trustee, such removal to be effective upon the acceptance of trusteeship by a successor Indenture Trustee.

7.8. Successor Indenture Trustee. Each successor Indenture Trustee appointed in succession of the Indenture Trustee named in this Indenture, or its successor in the trust, shall be a trust company or banking corporation having an office in the State of Connecticut or New York, in good standing and having a capital and surplus aggregating at least \$100,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable and customary terms.

7.9. Appointment of Successor Indenture Trustee. If the Indenture Trustee shall have given notice of resignation to the Owner Trustee and to the holders of the Notes pursuant to Section 7.6 hereof, or if notice of removal shall have been given to the Indenture Trustee and the Owner Trustee pursuant to Section 7.7 hereof, which notice does not appoint a successor Indenture Trustee, a successor Indenture Trustee may be appointed by the holder or holders of a majority in unpaid principal amount of the Notes at the time outstanding. If a successor Indenture Trustee shall not have been appointed within 30 calendar days after such notice of resignation or removal, the Indenture Trustee, the Owner Trustee, the Owner Participant or any holder of a Note may apply to any court of competent jurisdiction to appoint a successor Indenture Trustee to act until such time, if any, as a successor shall have been appointed as above provided. The successor Indenture Trustee so appointed by such court shall immediately and without further act be superseded by any successor Indenture Trustee appointed as above provided within one year from the date of the appointment by such court.

7.10. Merger or Consolidation of Indenture Trustee. Any company into which the Indenture Trustee, or any successor to it in the trust created by this Indenture, may be merged or converted or with which it or any successor to it may be consolidated or any company resulting from any merger or consolidation to which the Indenture Trustee or any successor to it shall be a party (provided such company shall be a corporation organized under the laws of the United States of America or of a state thereof, having a capital and surplus of at least \$100,000,000), shall be the successor to the Indenture Trustee under this Indenture without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Owner Trustee covenants that in

the case of any such merger, consolidation or conversion it will, upon the request and at the expense of the merged, consolidated or converted corporation, execute, acknowledge and cause to be recorded or filed suitable instruments in writing to confirm the estates, rights and interests of such corporation as secured party under this Indenture.

7.11. Conveyance Upon Request of Successor Indenture Trustee. Should any deed, conveyance or instrument in writing from the Owner Trustee be required by any successor Indenture Trustee for more fully and certainly vesting in and confirming to such new Indenture Trustee such estates, rights, powers and duties, then upon request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered, and shall be caused to be recorded and/or filed, by the Owner Trustee.

7.12. Acceptance of Appointment by Successor Indenture Trustee. Any new Indenture Trustee appointed pursuant to any of the provisions hereof shall execute, acknowledge and deliver to the Owner Trustee an instrument accepting such appointment, and thereupon such new Indenture Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with like effect as if originally named as Indenture Trustee herein; but nevertheless, upon the written request of the Owner Trustee or of the successor Indenture Trustee, the Indenture Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Indenture Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Indenture Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Indenture Trustee to the successor Indenture Trustee so appointed in its or his place.

SECTION 8. SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS.

8.1. Instructions of Majority in Interest; Limitations. (a) At any time and from time to time, (i) the Owner Trustee (but only on the written request of the Owner Participant) and the Indenture Trustee (but only on the written request of the holders of a Majority in Interest of Notes at the time outstanding) shall execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Indenture as specified in such request and (ii) the Owner Trustee (but only on the written

request of the Owner Participant and with the written consent of the holders of a Majority in Interest of Notes at the time outstanding) shall enter into such written amendment of or supplement to any Trust Indenture Document, and execute and deliver any written waiver or modification of, the terms of any Trust Indenture Document, as may be specified in such request; provided, however, that, without the consent of each holder of a Note at the time outstanding, no such amendment of or supplement to any Trust Indenture Document, or waiver or modification of the terms of any thereof, shall (i) modify any of the provisions of this Section 8.1, the provisions of § 3.1(5) of the Lease, Section 3(a) or (b) of the EPPA, Section 3 of the Maintenance Agreement and Section 5 or 8 of the Operative Agreement or the definitions of the terms "Absolute Take or Pay", "Casualty Values", "Consumer Event of Default", "Default", "Event of Default", "Excepted Rights in Collateral", "Indenture Event of Default", "Majority in Interest", "Operative Documents", "Purchase Price", "Supplier Event of Default", "Termination Values" or "Trust Indenture Documents" contained herein or in any other Trust Indenture Document in which such terms are defined, (ii) reduce the amount or extend the time of payment of any amount owing or payable under any Note or reduce the interest payable on any Note (except that only the consent of the holder of a Note shall be required for any decrease in any amounts of or the rate of interest payable on such Note or any extension for the time of payment of any amount payable under such Note), except that amortization of the Notes may be reoptimized as contemplated by Paragraph 2(d) of the Participation Agreement, or alter or modify the provisions of Section 4.1 or 5.7 hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Notes and the Owner Trustee or with respect to the amount of time of payment of any such distribution, (iii) reduce, modify or amend any indemnities in favor of the Purchasers or any holders of Notes (except as consented to by each person adversely affected thereby), (iv) reduce the amount or extend the time of payment of Interim Rent, Basic Rent or Supplemental Rent or Casualty Values or Termination Values (or other amounts payable therewith) for any Unit as set forth in the Lease (except that Interim Rent, Basic Rent or Supplemental Rent may be adjusted as contemplated by § 3.1 of the Lease or to match any action consented to by any holders of the Notes referred to in the parenthetical phrase in clause (ii) above) or Absolute Take or Pay as provided in the EPPA, or (v) modify, amend or supplement the Lease or consent to any assignment of the Lease, in either case releasing the Lessee from its obligations in respect of the payment of Interim Rent, Basic Rent or Supplemental Rent (except as above

provided), or Casualty Values or Termination Values (or other amounts payable therewith) for any Unit or altering the absolute and unconditional character of such obligations as set forth in § 1 of the Lease or change any of the circumstances under which Casualty Value or Termination Value (or other amounts payable therewith) is payable, (vi) take any action which would reduce the Lease Term or the Absolute Take or Pay payment amount set forth in the EPPA; provided, further, that no such consent of the Indenture Trustee or any holder of a Note shall be required in connection with any amendment of § 16.1, 16.2, 16.3 or 16.4 of the Lease. This Section 8.1 shall not apply to any indenture or indentures supplemental hereto permitted by, and complying with the terms of, Section 8.4 hereof. Notwithstanding the foregoing, without the consent of each holder of Notes, no such supplement to this Indenture, or waiver or modification of the terms hereof or of any other agreement or document shall permit the creation of any Lien on the Collateral or any part thereof, except as herein expressly permitted or deprive any holder of Notes of the benefit of the lien of this Indenture on the Collateral, except in connection with the exercise of remedies under Section 5 hereof. The Owner Participant and the Owner Trustee, in its individual capacity, shall not, without the consent of each holder of Notes, enter into any amendment of the Section 11.2 of the Trust Agreement.

8.2. Trustees Protected. If, in the opinion of the institution acting as Owner Trustee under the Trust Agreement or the institution acting as Indenture Trustee hereunder, any document required to be executed pursuant to the terms of Section 8.1 hereof affects any right, duty, immunity or indemnity with respect to such institution under this Indenture such institution may in its discretion decline to execute such document.

8.3. Documents Mailed to Holders. Promptly after the execution by the Owner Trustee or the Indenture Trustee of any document entered into pursuant to Section 8.1 hereof, the Owner Trustee shall mail, by certified mail, postage prepaid, a conformed copy thereof to each holder of a Note at its address last known to the Owner Trustee, but the failure of the Owner Trustee to mail such conformed copies shall not impair or affect the validity of such document.

8.4. No Request Necessary for Lease Supplement. Notwithstanding anything contained in Section 8.1 hereof, no written request or consent of the Indenture Trustee, any holder of a Note or the Owner Trustee pursuant to Section 8.1 hereof shall be required to enable the Owner Trustee to enter

into any Lease Supplement with the Lessee pursuant to the terms of the Lease to subject one or more Units or other property thereto or to release one or more Units or other property therefrom or to execute and deliver an Indenture Supplement, in each case pursuant to the terms hereof.

SECTION 9. MISCELLANEOUS.

9.1. Registration and Execution. The Notes shall be registered as to principal and interest and shall be signed on behalf of the Owner Trustee by its President or any Vice President or any other officer of the Owner Trustee who, at the date of the actual execution thereof, shall be a proper officer to execute the same. Notes bearing the signatures of individuals who were at any time the proper officers of the Owner Trustee shall bind the Owner Trustee, notwithstanding that such individuals or any of them have ceased to hold such offices prior to delivery of such Notes or did not hold such offices at the respective dates of such Notes. Each Note issued hereunder shall be dated the Closing Date as to which such Note relates. No Note shall be originally issued hereunder other than on a Closing Date.

The Notes of each series shall be dated their respective dates of original issue, shall bear interest from such dates at the rate of 9.634% per annum (computed on the basis of a 360-day year of twelve 30-day months) payable in the case of the Series A Notes on March 31 and June 30, 1988 and in the case of the Series B Notes on June 30, 1988, and commencing on September 30, 1988, shall be payable in consecutive quarterly installments, including both principal and interest, in each case in accordance with the applicable amortization schedule set forth in Schedule 1 annexed to this Indenture, as such schedules may be adjusted as provided in § 3.1(3) of the Lease and as such schedule in respect of each Series A Note may also be adjusted as provided in Paragraph 2(d) of the Participation Agreement, and to be otherwise substantially in the respective forms attached hereto as Exhibits A-1 and A-2.

9.2. Payment of the Notes; Payments on Non-Business Days. (a) The principal of, and premium, if any, and interest on the Notes shall be payable in lawful money of the United States of America, without presentation or surrender of the Notes for notation of the payment or prepayment made thereon, by check, duly mailed, by first class, postage prepaid, or delivered to the holder of each Note at its address appearing on the Register as defined in Section 9.3

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hereof. All payments so made with respect to a Note shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid. Each holder (or the person for whom such holder is a nominee) by its acceptance of any Note agrees that, except as provided in Section 9.8 hereof, before selling, transferring or otherwise disposing of such Note, it will present such Note to the Owner Trustee for registration of transfer and notation as provided in Sections 9.4 and 9.5 hereof.

(b) All amounts constituting payment of the installments of rent (other than Supplemental Rent) under the Lease, payments of Casualty Value or proceeds from casualty insurance received by the Indenture Trustee and applied on the Notes pursuant to Section 4 hereof shall be valid and effectual to satisfy and discharge the liability upon such Notes to the extent of the amounts so received and applied.

(c) Whenever any payment to be made under this Indenture or any Note shall be stated to be due on a day (other than a Saturday) that is not a business day, the due date thereof shall be extended to the next business day, and no interest shall be payable thereon for the period from and after the scheduled date for payment to such next business day; and if such payment shall be stated to be due on a Saturday, the due date thereof (including any portion of such payment that constitutes interest to and including such Saturday) shall be the preceding business day.

9.3. The Register. The Owner Trustee will cause to be kept at the principal corporate trust office of the Indenture Trustee a register for the registration and transfer of Notes (herein called the "Register"). The names and addresses of the holders of the Notes, the transfers of the Notes and the names and addresses of the transferees of all Notes shall be registered in the Register.

9.4. Transfers and Exchanges of Notes; Lost or Mutilated Notes. (a) The holder of any Note may register the transfer of such Note upon the surrender thereof at the principal corporate trust office of the Indenture Trustee. Thereupon, the Owner Trustee shall execute in the name of the transferee a new Note or Notes of like series in denominations not less than \$100,000 in aggregate principal amount equal to the unpaid principal amount of the Note so surrendered and deliver such new Note or Notes to such holder for delivery to such transferee.

(b) The holder of any Note may surrender such Note at the principal corporate trust office of the Owner Trustee, accompanied by a written request for a new Note of like series in the same aggregate principal amount as the then unpaid principal amount of the Note so surrendered and in denominations of \$100,000 or such amount in excess thereof as may be specified in such request. Thereupon, the Owner Trustee shall execute in the name of such holder a new Note of like series in the denomination or denominations so requested and in the aggregate principal amount equal to the aggregate unpaid principal amount of the Note so surrendered and deliver such new Note or Notes to such holder.

(c) All Notes presented or surrendered for exchange or transfer shall be accompanied (if so required by the Owner Trustee) by a written instrument or instruments of assignment or transfer, in form satisfactory to the Owner Trustee, duly executed by the registered holder or by its attorney duly authorized in writing. The Owner Trustee shall not be required to make a transfer or an exchange of any Note for a period of ten days preceding any installment payment date with respect thereto.

(d) No notarial act shall be necessary for the transfer or exchange of any Note pursuant to this Section 9.4 and the holder of any Note issued as provided in this Section 9.4 shall be entitled to any and all rights and privileges granted under this Indenture to a holder of a Note.

(e) In case any Note shall become mutilated or be destroyed, lost or stolen, the Owner Trustee, upon the written request of the holder thereof, shall execute and deliver a new Note of like series in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Owner Trustee such security or indemnity as may be required by the Owner Trustee to save it harmless from all risks, and the applicant shall also furnish to the Owner Trustee evidence to its satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Owner Trustee may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Owner Trustee such security or indemnity as the Owner Trustee may require to save it harmless from all risks, and shall furnish evidence of the satisfaction of the Owner

Trustee of the mutilation, destruction, loss or theft of such Note and the ownership thereof. If an institutional investor (including any Purchaser), or its nominee, is the owner of any such lost, stolen or destroyed Note, then the affidavit of an officer of such institutional investor setting forth the fact of loss, theft or destruction and of its ownership of the Note at the time of such loss, theft or destruction shall be accepted as satisfactory evidence thereof and no indemnity shall be required as a condition to execution and delivery of a new Note other than the unsecured written agreement of such institutional investor to indemnify the Owner Trustee for any claims or action against it (and for its reasonable attorney's fees) resulting from the issuance of such new Note or the reappearance of the old Note. The Owner Trustee shall advise the Indenture Trustee when any new Note is issued pursuant to this Section 9.4(e) as to the details relating to such issuance.

9.5. The New Notes. (a) Each new Note (herein, in this Section 9.5, called a "New Note") issued pursuant to Section 9.4(a), (b) or (e) hereof in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section 9.5, called an "Old Note") shall be dated the date of such Old Note. The Owner Trustee shall mark on each New Note (i) the dates to which principal and interest have been paid on such Old Note and (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note. Each installment payment payable on such New Note on any date shall bear the same proportion to the installment payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original aggregate principal amount of such Old Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of or request to issue a New Note pursuant to Section 9.4(a), (b) or (e) hereof, the Owner Trustee may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge connected therewith (including without limitation in connection with any transfer of an Old Note and any issuance of a New Note) which are paid or payable by the Owner Trustee.

(c) All New Notes issued pursuant to Section 9.4(a), (b) or (e) hereof in exchange for or in substitution or in

lieu of Old Notes shall be valid obligations of the Owner Trustee evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Indenture to the same extent as the Old Notes.

(d) Upon the issuance of any New Note pursuant to this Indenture, the Indenture Trustee shall submit to the Owner Trustee a request that the Owner Trustee prepare and deliver to the Indenture Trustee an amortization schedule with respect to such Note setting forth the amount of the installment payments to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such installment payment, and the Owner Trustee shall do so. The Indenture Trustee shall deliver, or send by first-class mail, postage prepaid, one copy of the applicable schedule to the holder of such Note at its address set forth in the Register.

9.6. Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Owner Trustee for cancellation or, if surrendered to the Owner Trustee, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture.

9.7. Registered Owner. The person in whose name any Note shall be registered shall be deemed and treated as the owner thereof for all purposes of this Indenture and the Owner Trustee and the Indenture Trustee shall not be affected by any notice to the contrary. Payment of or on account of the principal of, premium, if any, and interest on such Note shall be made only to or upon the order in writing of such registered owner. For the purpose of any request, direction or consent hereunder, the Owner Trustee may deem and treat the registered owner of any Note as the owner thereof without production of such Note.

9.8. Home Office Payment. Notwithstanding any provision to the contrary in this Indenture, the Participation Agreement or the Notes, the Owner Trustee will cause all amounts payable to any Purchaser with respect to any Notes held by it or its nominee to be paid (without any presentment thereof and without any notation of such payment being made thereon) by wire transfer prior to 11:00 A.M., local time, of immediately available funds as specified in Appendix I to the Participation Agreement, or in such other manner or at such other address as may be designated by such Purchaser in writing. By its acceptance of a Note, each Purchaser agrees

that if it shall sell or transfer such Note, it will make a notation on such Note of all principal payments previously made thereon or present such Note for registration of transfer as provided in Sections 9.4 and 9.5 hereof. The Owner Trustee agrees that the provisions of this Section shall inure to the benefit of any other institutional investor holder of any Note that shall have agreed to comply with the requirements of this Section.

9.9. Termination of Indenture. Upon (or at any time after) payment in full of the principal of and premium, if any, and interest on, and all other amounts due under, all Notes, and provided that there shall then be no other amounts due to the holders of Notes at the time outstanding or the Indenture Trustee hereunder or under the Participation Agreement or otherwise secured hereby, the Owner Trustee shall direct the Indenture Trustee to execute and deliver to or as directed in writing by the Owner Trustee an appropriate instrument releasing the Collateral from the security interest of this Indenture and the Indenture Trustee shall execute and deliver such instrument as aforesaid and, at the Owner Trustee's expense, will execute and deliver such other instruments or documents as may be reasonably requested by the Owner Trustee to give effect to such release; provided, however, that this Indenture and the trusts created hereby shall earlier terminate and this Indenture shall be of no further force or effect upon any sale or other final disposition by the Indenture Trustee of all property constituting part of the Collateral and the final distribution by the Indenture Trustee of all moneys or other proceeds constituting part of the Collateral in accordance with the terms hereof.

9.10. No Legal Title to Collateral in Holders. No holder of a Note at the time outstanding shall have legal title to any part of the Collateral. No transfer, by operation of law or otherwise, of any Note or other right, title and interest of any Collateral, in and the the Collateral or hereunder shall operate to terminate this Indenture or entitle such holder or any successor or transferee of such holder to an accounting or to the transfer to it of legal title to any part of the Collateral.

9.11. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Owner Trustee or by or on behalf of the Indenture Trustee, shall bind and inure to the

benefit of the respective successors and assigns of such parties whether so expressed or not.

9.12. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Indenture shall not render any other provision herein contained unenforceable or invalid.

9.13. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Owner Trustee: Meridian Trust Company
35 North Sixth Street
Reading, Pennsylvania 19601
Attention: Corporate Trust
Department

If to the Indenture Trustee: The Connecticut Bank and Trust
Company, National Association
One Constitution Plaza
Hartford, Connecticut 06115
Attention: Corporate Trust
Department

If to any holder of Notes: At its address for notices set forth in the Register

or to any such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

9.14. Governing Law. This Indenture and the Notes shall be construed in accordance with and governed by the laws of the State of New York.

9.15. Counterparts. This Indenture may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture.

9.16. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture nor shall they affect its meaning, construction or effect.

9.17. Third Party Beneficiaries. Nothing contained in this Indenture shall be deemed to create any right in any person not a party hereto (other than the holders of the Notes from time to time outstanding and their transferees and, in respect of the provisions of Section 5.3(a) hereof, other than Supplier's Contractor and GECC) and this instrument shall not be construed in whole or in part for the benefit of a third party except as aforesaid.

9.18 Permitted Investments. Any amounts held by the Indenture Trustee pursuant to the first or second sentence of Section 4.3 hereof shall be invested by the Indenture Trustee from time to time in Permitted Investments selected by the Owner Trustee upon receipt by the Indenture Trustee of an indemnity against losses or expenses satisfactory to it. Unless otherwise expressly provided in this Indenture, any income realized as a result of any such investment and any payments pursuant to such indemnity in respect of any losses or expenses, net of the Indenture Trustee's reasonable fees and expenses in making such investment, shall be held and applied by the Indenture Trustee in the same manner as the principal amount of such investment is to be applied and any losses, net of earnings and such reasonable fees and expenses, shall be charged against the principal amount invested. The Indenture Trustee shall not be liable for any loss resulting from any investment required to be made by it under this Indenture other than by reason of its willful misconduct or

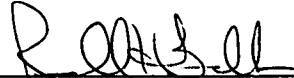
gross negligence, and any such investment may be sold (without regard to its maturity) by the Indenture Trustee without instructions whenever the Indenture Trustee reasonably believes such sale is necessary to make a distribution required by this Indenture. As used in this Section 9.18, the term "Permitted Investments" means investments in direct obligations of the United States Government maturing within 90 days of the date of acquisition thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

MERIDIAN TRUST COMPANY

In its individual capacity only as expressly provided herein and otherwise solely as Owner Trustee under a Trust Agreement dated as of December 22, 1987

By



Title: Asst. Vice President

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION

By



Title: Assistant Secretary

INDENTURE

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1987, before me personally appeared Richard H. Rabb, to me personally known, who being by me duly sworn, says that he is a Asst. Vice President of MERIDIAN TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David H. Spiro

Notary Public

DAVID H. SPIRO
Notary Public, State of New York
No. 24-4896270 Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 27, 1989.

[Seal]

My commission expires:

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1987, before me personally appeared Ruth A. Smith, to me personally known, who being by me duly sworn, says that he is a Asst. Secretary of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David H. Spiro

Notary Public

DAVID H. SPIRO
Notary Public, State of New York
No. 24-4896270 Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 27, 1989.

[Seal]

My commission expires:

AMORTIZATION SCHEDULE

SECURED SERIES NOTES, SERIES A and B

(Payments Expressed as a Percentage of Original Principal
Amount of 9.634% Secured Notes Issued by Owner Trustee)

<u>Number of Installment</u>	<u>Total Payment</u>	<u>Portion Allocated to Interest</u>	<u>Portion Allocated to Principal</u>	<u>Remaining Principal Balance</u>
1	4.0061908	2.4085000	1.5976908	98.4023092
2	4.0061908	2.3700197	1.6361711	96.7661381
3	4.0061908	2.3306125	1.6755783	95.0905598
4	4.0061908	2.2902562	1.7159346	93.3746252
5	4.0061908	2.2489279	1.7572629	91.6173623
6	4.0061908	2.2066042	1.7995866	89.8177757
7	4.0061908	2.1632612	1.8429296	87.9748460
8	4.0061908	2.1188742	1.8873166	86.0875295
9	4.0061908	2.0734182	1.9327726	84.1547568
10	4.0061908	2.0268674	1.9793234	82.1754334
11	4.0061908	1.9791954	2.0269954	80.1484380
12	4.0061908	1.9303752	2.0758156	78.0726223
13	4.0061908	1.8803792	2.1258116	75.9468107
14	4.0061908	1.8291790	2.1770118	73.7697989
15	4.0061908	1.7767456	2.2294452	71.5403537
16	4.0061908	1.7230495	2.2831413	69.2572124
17	4.0061908	1.6680600	2.3381308	66.9190816
18	4.0061908	1.6117461	2.3944447	64.5246369
19	4.0061908	1.5540759	2.4521149	62.0725220
20	4.0061908	1.4950167	2.5111741	59.5613480
21	4.0061908	1.4345351	2.5716557	56.9896923
22	4.0061908	1.3725968	2.6335940	54.3560983
23	4.0061908	1.3091667	2.6970241	51.6590741
24	4.0061908	1.2442088	2.7619820	48.8970922
25	4.0061908	1.1776865	2.8285043	46.0685879
26	4.0061908	1.1095620	2.8966288	43.1719591
27	4.0061908	1.0397967	2.9663941	40.2055649
28	4.0061908	0.9683511	3.0378397	37.1677252
29	4.0061908	0.8951847	3.1110061	34.0567191
30	4.0061908	0.8202561	3.1859347	30.8707845
31	4.0061908	0.7435229	3.2626679	27.6081165
32	4.0061908	0.6649415	3.3412493	24.2668673
33	4.0061908	0.5844675	3.4217233	20.8451440
34	4.0061908	0.5020553	3.5041355	17.3410086
35	4.0061908	0.4176582	3.5885326	13.7524760
36	4.0061908	0.3312284	3.6749624	10.0775136
37	4.0061908	0.2427170	3.7634738	6.3140398
38	4.0061908	0.1520737	3.8541171	2.4599227
39	2.5191699	0.0592472	2.4599227	0.0000000
40	0.0000000	0.0000000	0.0000000	0.0000000

Note: Optimization based upon the assumption that the Second Closing Date will occur on April 30, 1988 and the Series A Notes and Series B Notes will be amortized on the same basis. Reoptimization will be made pursuant to (and within the parameters set forth in) Paragraph 2(d) of the Participation Agreement. This Schedule may also be adjusted as provided in § 3.1(3) of the Lease.

SCHEDULE 2 TO
TRUST INDENTURE AND SECURITY AGT.

DEFINITIONS

The following terms shall have the following meanings for all purposes (except if any term defined herein is defined with a different meaning in any Operative Document, such different definition shall control with respect to the meaning of such term in such Operative Document) and such meanings are equally applicable both to the singular and plural forms of the terms defined. Any agreement defined or referred to below shall include each amendment, modification and supplement thereto and waiver thereof as may become effective from time to time and as is made in compliance with the terms and conditions of the Operative Documents. Any term defined below by reference to any agreement shall have such meaning whether or not such agreement is in effect. The terms "hereof", "herein", "hereunder" and comparable terms refer to the entire agreement with respect to which such terms are used and not to any particular article, section or other subdivision thereof.

"After Tax Basis" shall mean, with respect to any payment received or accrued by any person, the amount necessary to hold such person harmless from all Taxes required to be paid by such person with respect to the receipt or accrual of such payment under the laws of any Federal, state or local government or taxing authority in or of the United States, or under the laws of any taxing authority or governmental subdivision in or of a foreign country (after giving effect to all deductions available to such person with respect to such taxes to the extent not previously taken into account in computing the amount payable to such person).

"Bailment Agreement" shall mean the Bailment Agreement dated as of December 22, 1987, between the Lessee and Consumer.

"Basic Lease Rates" shall have the meaning assigned to such term in § 3.1(1) of the Lease.

"Basic Lease Term" shall have the meaning assigned to such term in § 4.1 of the Lease.

"Basic Rent" shall have the meaning assigned to such term in § 3.1(1) of the Lease.

"Basic Rent Payment Date" shall have the meaning assigned to such term in § 13.1(e) of the Lease.

"Bill of Sale" shall mean any Bill of Sale substantially in the form of Exhibit M to the Participation Agreement.

"Builder" shall mean General Electric Company, in such capacity under the Purchase Agreement.

"business day" shall be any day other than a Saturday, Sunday or other day on which banks in New York, New York, Seattle, Washington, St. Paul, Minnesota, Pittsburgh, Pennsylvania, Reading, Pennsylvania, or Hartford, Connecticut, are authorized or obligated to remain closed.

"Casualty Occurrence" shall have the meaning assigned to such term in § 7.1(1) of the Lease.

"Casualty Payment Date" shall have the meaning assigned to such term in § 7.1(3) of the Lease.

"Casualty Values" shall have the meaning assigned to such term in § 7.5 of the Lease.

"Certificate of Acceptance" shall mean, in respect of each Unit, a certificate of acceptance delivered in accordance with the provisions of Article 3 of the Purchase Agreement stating that such Unit has been accepted by the Lessee (acting as agent for the Lessor) on the date of such certificate and is marked in accordance with § 5.1 of the Lease.

"Certificate of Availability" shall mean, in respect of each Unit, a Certificate of Availability under Electrical Power Purchase Agreement, in substantially the form of Exhibit A to the Operative Agreement.

"Change in Tax Law" shall have the meaning assigned to such term in § 3.1(6) of the Lease.

"Closing Dates" shall have the meaning assigned to such term in paragraph 4.2 of the Purchase Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any comparable successor statute.

"Collateral" shall have the meaning assigned to such term in Section 1 of the Indenture.

"Computation Period" shall have the meaning assigned to such term in Section 2.9 of the Indenture.

"Consumer" shall mean Burlington Northern Railroad Company, a Delaware corporation.

"Consumer Agreement" shall mean the Consumer Agreement dated as of December 22, 1987, between the Lessee and Consumer.

"Consumer Documents" shall have the meaning assigned to such term in Section 3(b) of the Consumer Agreement.

"Consumer Event of Default" shall have the meaning assigned to such term in the Consumer Documents.

"Default" shall mean an event which with giving of notice or lapse of time or both would become an Event of Default under the Lease.

"Discount Rate" shall have the meaning assigned to such term in Section 2.9 of the Indenture.

"EPPA" shall mean the Electrical Power Purchase Agreement dated as of December 22, 1987, between the Lessee and Consumer.

"EPPA Assignment" shall mean the Assignment of Electrical Power Purchase Agreement dated as of December 22, 1987, between the Lessor and the Lessee.

"EPPA Consent" shall mean the Consent and Agreement dated as of December 22, 1987, entered into by Consumer.

"Equipment" shall mean the railroad equipment described in Annex B to the Purchase Agreement.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974.

"Event of Default" shall have the meaning assigned to such term in § 13.1 of the Lease.

"Excepted Rights in Collateral" shall have the meaning assigned to such term in Section 1.4 of the Indenture.

"Excluded Payments" when used in the context of the EPPA Assignment or the Maintenance Agreement Assignment shall have the meaning assigned to such term in Section 1 thereof, respectively.

"Fair Market Rental" shall have the meaning assigned to such term in, and shall be determined in accordance with the procedures set forth in, § 16 of the Lease.

"Fair Market Value" shall have the meaning assigned to such term in, and shall be determined in accordance with the procedures set forth in, § 16 of the Lease.

"First Closing Date" shall have the meaning assigned to such term in paragraph 4.2 of the Purchase Agreement.

"First Closing Purchase Price" shall mean the aggregate Purchase Price of the Schedule A Equipment settled for on the First Closing Date.

"GECC" shall mean General Electric Capital Corporation, a New York corporation (formerly known as General Electric Credit Corporation).

"GECC Documents" shall have the meaning assigned to such term in Section 9(b) of the Participation Agreement.

"Indebtedness" shall have the meaning assigned to such term in the recitals contained in the Indenture.

"Indemnified Matters" shall have the meaning assigned to such term in § 12 of the Lease.

"Indemnified Persons" shall have the meaning assigned to such term in § 6 of the Lease.

"Indemnity Agreement" shall mean the Indemnity Agreement dated as of December 22, 1987, between the Owner and the Lessee.

"Indemnity Support Agreement" shall mean the Indemnity Support Agreement dated as of December 22, 1987, among Consumer, GECC, Supplier's Contractor and the Lessee.

"Indemnity Support Agreement Assignment" shall mean the Assignment of Indemnity Support Agreement, dated as of December 22, 1987, between the Lessee and the Owner.

"Indemnity Support Agreement Consent" shall mean the Consent and Agreement dated as of December 22, 1987, entered into by Consumer, GECC and Supplier's Contractor, relating to the Indemnity Support Agreement Assignment.

"Indenture" shall mean the Trust Indenture and Security Agreement dated as of December 22, 1987, between the Indenture Trustee and the Owner Trustee.

"Indenture Event of Default" shall have the meaning assigned to such term in Section 5.1 of the Indenture.

"Indenture Supplement" shall mean an Indenture Supplement, substantially in the form of Exhibit B to the Indenture, entered into by the Indenture Trustee and the Owner Trustee and acknowledged by the Builder.

"Indenture Trustee" shall mean The Connecticut Bank and Trust Company, National Association, a national banking association.

"Indenture Trustee Documents" shall have the meaning assigned to such term in Section 8(b) of the Participation Agreement.

"Interim Rent" shall have the meaning assigned to such term in § 3.1(2) of the Lease.

"Lease" shall mean the Lease of Railroad Equipment dated as of December 22, 1987, between the Lessor and the Lessee.

"Lease Casualty Values" shall have the meaning assigned to such term in Section 8 of the Operative Agreement.

"Lease Event of Default" shall mean an Event of Default under the Lease.

"Lease Supplement" shall mean a Lease Supplement, substantially in the form of Exhibit A to the Lease, entered into between the Lessor and the Lessee.

"Lease Term" shall have the meaning assigned to such term in § 4.1 of the Lease.

"Lessee" shall mean The Connecticut National Bank, a national banking association, not in its individual capacity but solely as LMX Trustee.

"Lessee Documents" shall have the meaning assigned to such term in Paragraph 14(b) of the Participation Agreement.

"Lessor" shall mean the Owner Trustee.

"Lessor's Cost" shall mean First Closing Lessor's Cost and Second Closing Lessor's Cost.

"Lessor's Lien" shall have the meaning assigned to such term in § 9 of the Lease.

"Lien" shall mean any lien, claim, security interest or other encumbrances of any nature whatsoever.

"LMX" shall mean LMX Corporation, a Delaware corporation.

"LMX Documents" shall have the meaning assigned to such term in Paragraph 3(b) of the Participation Agreement.

"LMX Trust Agreement" shall mean the LMX 1987 Trust Agreement dated as of December 22, 1987, between LMX and The Connecticut National Bank.

"LMX Trustee" shall mean The Connecticut National Bank, a national banking association, as LMX Trustee under the LMX Trust Agreement.

"Loan Value" shall have the meaning assigned to such term in Section 4.1(b) of the Indenture.

"Maintenance Agreement" shall mean the Maintenance and Service Agreement dated as of December 22, 1987, between the Lessee and Supplier's Contractor.

"Maintenance Agreement Assignment" shall mean the Assignment of the Maintenance Agreement, dated as of December 22, 1987, between the Lessee and the Lessor.

"Maintenance Agreement Consent" shall mean the Consent and Agreement dated as of December 22, 1987, entered into by Supplier's Contractor, relating to the Maintenance Agreement Assignment.

"Make Whole Premium Amount" shall have the meaning assigned to such term in Section 2.9 of the Indenture.

"Majority in Interest" shall mean (1) at any time after the First Closing Date but before the earlier of June 30, 1988, and the Second Closing Date (A) for purposes of consents, waivers, amendments and modification in respect of any of the Operative Documents, the Purchasers having original commitments representing at least a majority of the aggregate original commitments under the Participation Agreement and (B) for all other purposes of the Indenture, the holder or holders of at least a majority of unpaid principal amount of the Secured Notes at the time outstanding and (2) thereafter the holder or holders of at least a majority of the unpaid principal amount of the Secured Notes at the time outstanding.

"Net Economic Return" shall have the meaning assigned to such term in § 3.1(6) of the Lease.

"New Notes" shall have the meaning assigned to such term in Section 9.5 of the Indenture.

"Officer's Certificate" shall mean, as to any entity, a certificate executed by an officer or authorized representative of such entity.

"Old Notes" shall have the meaning assigned to such term in Section 9.5 of the Indenture.

"Operative Agreement" shall mean the Operative Agreement dated as of December 22, 1987, between the Lessee and Consumer.

"Operative Agreement Assignment" shall mean the Assignment of Operative Agreement and Consumer Agreement dated as of December 22, 1987, between the Lessee and the Lessor.

"Operative Agreement Consent" shall mean the Consent and Agreement dated as of December 22, 1987, entered into by Consumer, relating to the Operative Agreement Assignment.

"Operative Documents" shall mean the Participation Agreement, the Trust Agreement, the LMX Trust Agreement, the Purchase Agreement, the Indenture, the Lease, the Indemnity Agreement, the Indemnity Support Agreement, the Indemnity Support Agreement Assignment, the Indemnity Support

Agreement Consent, the EPPA, the EPPA Assignment, the EPPA Consent, the Maintenance Agreement, the Maintenance Agreement Assignment, the Maintenance Agreement Consent, the Bailment Agreement, the Consumer Agreement, the Operative Agreement, the Operative Agreement Assignment, the Operative Agreement Consent and each Bill of Sale, Lease Supplement and Indenture Supplement entered into in connection with any unit of Equipment settled for on either Closing Date.

"Overdue Rate" shall have the meaning assigned to such term in § 19 of the Lease.

"Owner" shall mean Bell Atlantic TriCon Leasing Corporation, a Delaware corporation.

"Owner Documents" shall have the meaning assigned to such term in Paragraph 4(b) of the Participation Agreement.

"Owner Trustee" shall mean Meridian Trust Company, a Pennsylvania trust company, as Owner Trustee under the Trust Agreement.

"Owner Trustee Documents" shall have the meaning assigned to such term in Paragraph 6(b) of the Participation Agreement.

"Participants" shall mean the Purchasers and the Owner.

"Participation Agreement" shall mean the Participation Agreement dated as of December 22, 1987, among LMX, the Lessee, the Indenture Trustee, the Owner Trustee, the Owner, GECC, Supplier's Contractor and the Purchasers.

"Permitted Contest" shall mean, with respect to any Lien, that the party otherwise required to discharge such Lien under the Operative Documents is diligently contesting the existence, amount, applicability, extent or validity thereof in good faith by appropriate proceedings which shall not, in the reasonable opinion of the Lessor or the Indenture Trustee, present a substantial risk to the title, interest or rights of the Lessor (including rights of possession) or the Indenture Trustee in and to the Units.

"Permitted Liens" shall mean (a) the respective rights and interests of the parties to the Participation Agreement and Consumer, as provided in the Operative Documents, (b) Lessor's Liens, (c) Liens for Taxes and

assessments either not yet due and payable or which are the subject of Permitted Contest, (d) materialmen's, mechanics', workers', repairmen's, employees' or other like Liens arising in the ordinary course of business or in the course of constructing, equipping or installing the Equipment for amounts which either are not yet delinquent or are bonded in a manner satisfactory to the Lessor, or the enforcement of which has been stayed pending a Permitted Contest or which are the subject of a Permitted Contest, and (e) Liens arising out of judgments or awards against the Lessee which have been bonded in full or stayed pending appeal pursuant to a Permitted Contest or which are being appealed pursuant to a Permitted Contest.

"Potential Indenture Event of Default" shall mean an event which with the giving of notice or passage of time or both would become an Indenture Event of Default.

"Private Placement Memoranda" shall mean the Equity Placement Memorandum dated October 1987 and the Private Placement Debt Memorandum dated November 1987.

"Purchase Agreement" shall mean the Purchase Agreement dated as of December 22, 1987, between the Builder and the Owner Trustee.

"Purchase Price" shall have the meaning assigned to such term in paragraph 4.1 of the Purchase Agreement.

"Purchasers" shall mean the institutional investors named in Appendix I to the Participation Agreement.

"Register" shall have the meaning assigned to such term in Section 9.3 of the Indenture.

"Renewal Term" shall have the meaning assigned to such term in § 4.1 of the Lease.

"Schedule A Equipment" shall have the meaning assigned to such term in paragraph 4.2 of the Purchase Agreement.

"Schedule B Equipment" shall have the meaning assigned to such term in paragraph 4.2 of the Purchase Agreement.

"Second Closing Date" shall have the meaning assigned to such term in paragraph 4.2 of the Purchase Agreement.

"Second Closing Purchase Price" shall mean the aggregate Purchase Price of the Schedule B Equipment settled for on the Second Closing Date.

"Secured Notes" shall mean the Series A Secured Notes and Series B Secured Notes.

"Series A Secured Notes" shall mean the Owner Trustee's 9.634% Series A Secured Notes due June 30, 1998, issued or to be issued pursuant to the Indenture.

"Series B Secured Notes" shall mean the Owner Trustee's 9.634% Series B Secured Notes due June 30, 1998, issued or to be issued pursuant to the Indenture.

"Special Purchase Event" shall have the meaning assigned to such term in § 3.1(3) of the Lease.

"Specifications" shall have the meaning assigned to such term in Article 2 of the Purchase Agreement.

"Supplemental Rent" shall mean (a) the regular annual fees charged by, and the out-of-pocket disbursements (including without limitation legal and other professional fees and expenses) of, the Lessor and the Indenture Trustee; (b) all fees, expenses, disbursements and costs (including, without limitation, legal and other professional fees and expenses) incurred by the Owner, the Lessor, the holders of the Secured Notes and the Indenture Trustee in connection with (i) any Lease Event of Default, (ii) the entering into or giving or withholding of any amendment, modification or supplement to the Operative Documents (except as to matters affecting only the respective interests of the Owner Trustee and the Indenture Trustee such as § 5.3(b) of the Indenture, which the Owner shall pay) other than the fees, expenses, disbursements and costs (including, without limitation, legal and other professional fees and expenses) incurred by the Owner, the Lessor, the holders of the Secured Notes and the Indenture Trustee in connection with any amendment, modification, supplement, waiver or consent requested by the Owner in connection with any transfer of its interest under the Participation Agreement (except any transfers resulting from a Casualty Occurrence or a Lease Event of Default) or under the Trust Agreement, which the Owner shall pay, and (iii) any Casualty Occurrence; (c) any amounts payable by the Lessor to the Builder under the Purchase Agreement pursuant to paragraph 5.2 thereof or otherwise (other than Purchase Price); (d) any amounts payable by the Lessor to the Indenture Trustee or the holders of the Secured Notes

under or pursuant to the Indenture (other than principal of and interest on the Secured Notes) (exclusive of any amounts payable as a result of an Indenture Event of Default which does not constitute a Lease Event of Default, which the Owner shall pay) including (notwithstanding anything to the contrary contained in the Lease, but without duplication of any amounts payable pursuant to § 6 and § 12 of the Lease), as they become due and payable, any and all taxes, assessments and other governmental charges that the Lessor is required to pay in connection with the Secured Notes to the Indenture Trustee or the holders of such Secured Notes; and (e) any and all amounts, liabilities and obligations other than Interim Rent, Basic Rent, Casualty Values and Termination Values which the Lessee assumes or agrees to pay to or on behalf of the Lessor, the Owner, the Indenture Trustee, the Purchasers, any other holders of the Secured Notes or any Indemnified Party under any Operative Document (whether or not designated as Supplemental Rent).

"Supplier's Contractor" shall mean General Electric Company, a New York corporation.

"Supplier's Contractor Default" shall have the meaning assigned to such term in § 13.1(G) of the Lease.

"Supplier's Contractor Documents" shall have the meaning assigned to such term in Paragraph 7(b) of the Participation Agreement.

"Taxes" shall have the meaning assigned to such term in § 6 of the Lease.

"Tax Assumptions" shall have the meaning assigned to the term Assumptions in Section 2 of the Indemnity Agreement.

"Termination Values" shall have the meaning assigned to such term in § 13.1 of the Lease.

"Transaction Documents" shall have the meaning assigned to such term in § 6 of the Lease.

"Transaction Expenses" shall have the meaning assigned to such term in Paragraph 12 of the Participation Agreement.

"Trust Agreement" shall mean the Trust Agreement dated as of December 22, 1987, between the Owner Trustee and the Owner.

"Trust" or "Trust Estate" when used in the context of the LMX Trust Agreement or the Trust Agreement, shall have the meaning assigned to such term in the LMX Trust Agreement and the Trust Agreement, respectively.

"Trust Indenture Documents" shall mean all Operative Documents referred to in Section 1 (other than Section 1.4) of the Indenture.

"Units" shall have the meaning assigned to such term in the third preamble in the Lease.

DEFINED TERMS

"Absolute Take or Pay" shall have the meaning assigned to such term in Section 3(b).

"Absolute Take or Pay Payment Date" shall have the meaning assigned to such term in Section 15(b).

"Access Charge" shall have the meaning assigned to such term in Section 3(c).

"Actual MWHRS" shall mean, with respect to a particular Quarterly Measurement Period, the number of MWHRS collectively generated by the Power Units during such Quarterly Measurement Period, determined in accordance with such procedures as have been mutually agreed upon by Supplier and Consumer.

"Annual Performance Measurement Periods" shall have the meaning assigned to such term in Section 4(a)(i).

"Annual Take or Pay MWHRS" shall have the meaning assigned to such term in Section 3(g).

"Annual User Surcharge Adjustment Fraction" shall mean, with respect to a particular Annual Performance Measurement Period, a fraction the numerator of which is the Annual User Surcharge Generating Capacity for such period and the denominator of which is 6984.

"Annual User Surcharge Generating Capacity" shall mean, with respect to a particular Annual Performance Measurement Period, the weighted average, by Quarter, of the four User Surcharge Generating Capacities for the four Quarterly Measurement Periods in such Annual Performance Measurement Period, with weighting based on the amount of the excess determined pursuant to Section 3(f)(i) hereof for each such Quarterly Measurement Period as a percentage of the sum of such excess amounts for such Quarterly Measurement Periods.

"Arbitration Rules" shall have the meaning assigned to such term in Section 16(a).

"Availability" shall have the meaning assigned to such term in Section 4(b)(i).

"Basic Renegotiation Date" shall have the meaning assigned to such term in Section 8.

"Casualty Payment Date" shall have the meaning assigned to such term in Section 11(c)(vi).

"Casualty Value" of each Power Unit as of the last day of any calendar quarter shall be an amount equal to that percentage of the purchase price of such Power Unit as is set forth in Exhibit C hereto opposite such date.

"Consumer" shall have the meaning assigned to such term in the heading on page 1.

"Consumer Default" shall have the meaning assigned to such term in Section 6(b).

"Consumer Event of Default" shall have the meaning assigned to such term in Section 15(b).

"Consumer's Transportation Service" shall have the meaning assigned to such term in Section 13.

"Cost Plus" shall have the meaning assigned to such term in Section 8.

"Cost Plus Charge" shall have the meaning assigned to such term in Section 8.

"Costs" shall have the meaning assigned to such term in Section 16(f).

"Cut-off Date" shall mean, with respect to the first, second, third and fourth calendar quarters of each calendar year, February 1, May 1, August 1 and November 1, respectively.

"daily generating capacity" shall mean, in respect of a power unit, the number of megawatt hours of traction power generating capacity per 24-hour day of such power unit. For purposes of determining daily generating capacity, each power unit shall at all times be considered capable of producing the number of megawatt hours of traction power generating capacity per 24-hour day equal to the product of the tractive horsepower rating of such power unit at standard conditions times .0179.

"Daily Generating Capacity" shall mean, in respect of each Power Unit, 69.84 megawatt hours of traction power per 24-hour day generating capacity at assumed 100% utilization. For purposes of determining Daily Generating Capacity, each Power Unit shall at all times be considered capable of producing approximately 69.84 megawatt hours of

traction power generating capacity per 24-hour day at assumed 100% utilization.

"Damaged Beyond Economical Repair" shall have the meaning assigned to such term in Section 11(c)(v).

"Demand" shall have the meaning assigned to such term in Section 16(a).

"Difference" shall have the meaning assigned to such term in Section 3(g)(ii).

"Dispute" shall have the meaning assigned to such term in Section 16(a).

"Employees" shall have the meaning assigned to such term in Section 11(a)(i).

"Facility Agreement" shall mean the facility agreement between Consumer and Supplier's Contractor executed October 15, 1987.

"Failures" shall have the meaning assigned to such term in Section 4(a)(i).

"Force Majeure" shall mean (i) any cause beyond the reasonable control of the party invoking Force Majeure and (ii) any act of God, act of civil or military authority, strike or other labor disturbance or dispute, fire, flood, epidemic, war or riot, excluding any such cause, act or other event or condition which arises from the insolvency or financial inability of the party invoking Force Majeure.

"FRA" shall mean the Federal Railroad Administration.

"Full Capacity" shall have the meaning assigned to such term in Section 4(a).

"G&A" shall have the meaning assigned to such term in Section 8.

"GE" shall mean General Electric Company, a New York corporation.

"Initially Provide" shall mean, in respect of any Power Unit (and the Daily Generating Capacity thereof), that such Power Unit (and the Daily Generating Capacity thereof) has been accepted by Supplier from GE and has been made

4

available to Consumer at such location as shall be mutually agreed upon by Supplier and Consumer and Supplier has received from Consumer a Certificate of Availability Under Electrical Power Purchase Agreement in respect thereof. Each Power Unit (and the Daily Generating Capacity thereof) shall be deemed Initially Provided for all purposes hereof at, from and after such time, and, except as expressly provided in Sections 4(b)(iv), 5(b) and 11(c)(v) hereof, Supplier shall not be obligated for any reason whatsoever to make available to Consumer any additional, replacement or substitute Power Units or power units (and the Daily Generating Capacity or daily generating capacity thereof) in addition to, replacement of or substitution for any Power Unit (and the Daily Generating Capacity thereof) which has been Initially Provided.

"Labor Index" shall have the meaning assigned to such term in Section 3(h).

"Liabilities" shall have the meaning assign to such term in Section 11(a).

"Liens" shall have the meaning assigned to such term in Section 5(a).

"Liquidated Damages" shall have the meaning assigned to such term in Section 15(e).

"LMX" shall have the meaning assigned to such term in the heading on page 1.

"Major Repair" shall mean any repair to a Power Unit which is determined by Supplier or Supplier's Contractor, in its sole discretion, to constitute a Major Repair and as to which Supplier or Supplier's Contractor has given written notice to Consumer, within 30 days of the completion of such repair, that such repair constitutes a Major Repair.

"Material Index" shall have the meaning assigned to such term in Section 3(h).

"MRO" shall have the meaning assigned to such term in Section 8.

"Multiplier" shall have the meaning assigned to such term in Section 3(h).

"MWHRS" shall mean megawatt hours of Power, measured pursuant to such procedures as have been mutually agreed upon by Supplier and Consumer.

"Overdue Rate" shall mean a rate per annum equal to the greater of (i) 11.634% and (ii) the interest rate publicly announced from time to time and then in effect by Citibank, N.A., at its principal office in New York as its base rate (with any change in such rate becoming effective as of the date of such announcement).

"Permanent Taking" shall mean the taking or requisitioning or confiscating, by condemnation or otherwise, by any governmental authority of any Power Unit resulting in loss of title to such Power Unit, or loss of the use or possession of any Power Unit for a period stated to be or in fact in excess of 180 consecutive days during the term of this Agreement (or, if less, the remaining term of this Agreement).

"Power" means electrical power.

"power units" shall mean any locomotive other than the Power Units Initially Provided hereunder.

"Power Units" shall mean (i) B39-8 locomotives manufactured by GE subsequent to June 30, 1986 and (ii) except for such purposes as are specified in this Agreement, the other power units the additional daily generating capacity of which has been made available to Consumer on the terms and subject to the conditions set forth in this Agreement.

"Quarterly Generating Capacity" shall mean, with respect to a particular calendar quarter, the sum of the aggregate Daily Generating Capacity provided hereunder for each day of such quarter. For purposes of determining the Quarterly Generating Capacity, Daily Generating Capacity shall be considered provided hereunder from the day that such Daily Generating Capacity is Initially Provided and at all times thereafter to the day that such Daily Generating Capacity is not considered "provided hereunder" for purposes of determining the Quarterly Generating Capacity as expressly specified in Sections 6(b), 11(c)(v), 11(c)(vi) and 11(c)(vii) hereof.

"Quarterly Measurement Period" shall mean, in respect of any calendar quarter, the 3-month period commencing on the Cut-off Date for the calendar quarter preceding

such calendar quarter (or, in the case of the first Quarterly Measurement Period hereunder, the date hereof) and ending on the Cut-off Date for such calendar quarter.

"Six-Month Performance Measurement Periods" shall have the meaning assigned to such term in Section 4(b)(i).

"Supplier" shall have the meaning assigned to such term in the heading on page 1.

"Supplier Event of Default" shall have the meaning assigned to such term in Section 15(a).

"Supplier Indemnitees" shall mean Supplier, and any persons to whom Supplier may assign any of its rights hereunder in accordance with the terms hereof (other than Supplier's Contractor), and their respective successors, assigns and Employees.

"Supplier's Contractor" shall have the meaning assigned to such term in Section 11(d).

"Supplier's Facility" shall mean one or more locations which shall be mutually agreed upon by Supplier's Contractor and Consumer.

"Supplier's Major Repair Ratio" shall have the meaning assigned to such term in Section 8.

"Taking" shall mean the taking or requisitioning, by condemnation or otherwise, by any governmental authority, of title to or the use or possession of any Power Unit.

"Temporary Taking" shall mean any Taking that is not or has not yet become a Permanent Taking.

"Termination Value" shall have the meaning assigned to such term in Section 15(b).

"Third Quarter Labor Index" shall have the meaning assigned to such term in Section 3(h).

"Third Quarter Material Index" shall have the meaning assigned to such term in Section 3(h).

"User Charge" shall have the meaning assigned to such term in Section 3(e).

"User Charge Adjustment" shall have the meaning assigned to such term in Section 3(e).

"User Charge Adjustment Fraction" shall mean, with respect to a particular Quarterly Measurement Period, a fraction the numerator of which is the User Charge Generating Capacity for such period and the denominator of which is 6984.

"User Charge Generating Capacity" shall mean, with respect to a particular Quarterly Measurement Period, the quotient of (i) the sum of the aggregate Daily Generating Capacity provided hereunder on each day during such Quarterly Measurement Period divided by (ii) the number of days in such Quarterly Measurement Period. For purposes of determining the User Charge Generating Capacity, Daily Generating Capacity shall be considered provided hereunder from the day that such Daily Generating Capacity is Initially Provided and at all times thereafter to the day that such Daily Generating Capacity is not considered provided hereunder for purposes of determining the User Charge Generating Capacity as expressly specified in Sections 6(b) and (c) and 11(c)(v), (vi) and (vii) hereof, subject to such Daily Generating Capacity once again being considered provided hereunder as expressly specified therein.

"User Surcharge" shall have the meaning assigned to such term in Section 3(f).

"User Surcharge Adjustment Fraction" shall mean, with respect to a particular Quarterly Measurement Period, a fraction the numerator of which is the User Surcharge Generating Capacity for such period and the denominator of which is 6984.

"User Surcharge Generating Capacity" shall mean, with respect to a particular Quarterly Measurement Period, the quotient of (i) the sum of the aggregate Daily Generating Capacity provided hereunder on each day during such Quarterly Measurement Period divided by (ii) the number of days in such Quarterly Measurement Period. For purposes of determining the User Surcharge Generating Capacity, Daily Generating Capacity shall be considered provided hereunder from the day that such Daily Generating Capacity is Initially Provided and at all times thereafter to the day that such Daily Generating Capacity is not considered provided hereunder for purposes of determining the User Surcharge Generating Capacity as expressly specified in Sections 6(b) and (c) and 11(c)(v), (vi) and (vii) hereof, subject to such

Daily Generating Capacity once again being considered provided hereunder as expressly specified therein.

[Burlington No. 3, 1965A, 61201]

EXHIBIT A-1
to
Trust Indenture

MERIDIAN TRUST COMPANY
9.634% SECURED NOTE DUE 1988-1998
SERIES A

No. A- December __, 1987
\$ _____ New York, New York

FOR VALUE RECEIVED, the undersigned, MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as Owner Trustee under a Trust Agreement dated as of December 22, 1987 (the "Trust Agreement") with Bell Atlantic TriCon Leasing Corporation, a Delaware corporation (the "Owner Participant"), promises to pay to

_____ or registered assigns, the principal sum of _____ together with interest from the date hereof until maturity at the rate of 9.634% per annum on the unpaid principal hereof, in installments as follows:

(i) two (2) installments of accrued and unpaid interest only, payable on March 31, 1988 and June 30, 1988; followed by

(ii) thirty-nine (39) installments of principal payable on September 30, 1988 and on each December 31, March 31, June 30 and September 30 thereafter to and including March 31, 1998, each such installment to be in an amount determined as provided in the Schedule annexed hereto; together with

(iii) thirty-nine (39) installments of accrued and unpaid interest, payable on the dates specified in clause (ii) above; followed by

(iv) a final installment consisting of the balance, if any, of the unpaid principal hereof and accrued and unpaid interest thereon, payable on June 30, 1998;

and to pay interest at the Overdue Rate on any part of the principal and (to the extent permitted by law) interest and premium, if any, not paid when due (whether at stated maturity, by acceleration or otherwise), payable on demand

by the holder hereof. Both the principal hereof and interest and premium, if any, hereon are payable to the registered holder hereof in lawful money of the United States of America at the address provided in the Indenture referred to below. Interest on the unpaid principal amount from time to time outstanding shall be computed on the basis of a 360-day year of twelve 30-day months. Whenever any payment to be made under this Note shall be stated to be due on a day (other than a Saturday) that is not a business day, the due date thereof shall be extended to the next business day, and no interest shall be payable thereon for the period from and after the scheduled date for payment to such next business day; and if such payment shall be stated to be due on a Saturday, the due date thereof (including any portion of such payment that constitutes interest to and including such Saturday) shall be the preceding business day.

As used herein, "Overdue Rate" means at any date a per annum interest rate equal to the greater of (i) 11.634% and (ii) the interest rate publicly announced from time to time and then in effect by Citibank, N.A., at its principal office in New York as its base rate (with any change in such rate becoming effective as of the date of said announcements).

This Note is one of the Series A Notes referred to in the Trust Indenture and Security Agreement dated as of December 22, 1987 (the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meanings) between the Owner Trustee and The Connecticut Bank and Trust Company, National Association which have been issued by the Owner Trustee pursuant to the terms of the Indenture. The Collateral is held by the Indenture Trustee as security, in part, for the Notes. Reference is hereby made to the Indenture and the Participation Agreement for a statement of the rights and obligations of the holder of, and the nature and extent of the security for, this Note and of the rights and obligations of the holders of, and the nature and extent of the security for, the other Notes, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture and the Participation Agreement each holder hereof agrees by its acceptance of this Note.

There shall be maintained a Register for the purpose of registering transfers and exchanges of Notes at the corporate trust office of the Indenture Trustee or at the office of any successor trustee in the manner provided in Sections 9.3 and 9.4 of the Indenture. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate

original principal amount of Notes of the same series of a different authorized denomination, as requested by the holder surrendering the same.

Prior to the due presentment for registration of transfer of this Note, the Owner Trustee and the Indenture Trustee shall deem and treat the person in whose name this Note is registered as the owner hereof for all purposes and the Owner Trustee and the Indenture Trustee shall not be affected by any notice to the contrary.

This Note is subject to prepayment only as permitted by Sections 2.9 and 4.1(b) of the Indenture and to purchase by the Owner Trustee as provided in Section 5.3(b) of the Indenture, and the holder hereof, by its acceptance of this Note, agrees to be bound by said provisions.

This Note and the Indenture are governed by and construed in accordance with the laws of the State of New York.

It is expressly understood and agreed by and between the Owner Trustee, the Owner Participant, the holder of this Note and the Indenture Trustee and their respective successors and assigns, that this Note is executed by Meridian Trust Company, not individually or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee; and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Meridian Trust Company, or on the Owner Participant, individually or personally, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the holder of this Note and by the Indenture Trustee and by each and every Person now or hereafter claiming by, through or under the holder of this Note or the Indenture Trustee; and that so far as Meridian Trust Company, or the Owner Participant, individually or personally are concerned, the holder of this Note and the Indenture Trustee and any Person claiming by, through or under the holder of this Note or the Indenture Trustee shall look solely to the Collateral for payment of the indebtedness evidenced by this Note.

IN WITNESS WHEREOF, the Owner Trustee has caused
this Note to be duly executed.

MERIDIAN TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By _____
Title: _____

EXHIBIT A-2
to
Trust Indenture

MERIDIAN TRUST COMPANY
9.634% SECURED NOTE DUE 1988-1998

SERIES B

No. B- _____, 1988

\$ _____ New York, New York

FOR VALUE RECEIVED, the undersigned, MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as trustee (the "Owner Trustee") under a Trust Agreement dated as of December 22, 1987 (the "Trust Agreement") with Bell Atlantic TriCon Leasing Corporation, a Delaware corporation (the "Owner Participant"), promises to pay to

or registered assigns, the principal sum of _____ together with interest from the date hereof until maturity at the rate of 9.634% per annum on the unpaid principal hereof, in installments as follows:

(i) one (1) installment of accrued and unpaid interest only, payable on June 30, 1988,; followed by

(ii) thirty-nine (39) installments of principal payable on September 30, 1988 and on each December 31, March 31, June 30 and September 30 thereafter to and including March 31, 1998, each such installment to be in an amount determined as provided in the Schedule annexed hereto; together with

(iii) thirty-nine (39) installments of accrued and unpaid interest, payable on the dates specified in clause (ii) above; followed by

(iv) a final installment consisting of the balance, if any, of the unpaid principal hereof and accrued and unpaid interest thereon, payable on June 30, 1998;

and to pay interest at the Overdue Rate on any part of the principal and (to the extent permitted by law) interest and premium, if any, not paid when due (whether at stated maturity, by acceleration or otherwise), payable on demand

by the holder hereof. Both the principal hereof and interest and premium, if any, hereon are payable to the registered holder hereof in lawful money of the United States of America at the address provided in the Indenture referred to below. Interest on the unpaid principal amount from time to time outstanding shall be computed on the basis of a 360-day year of twelve 30-day months. Whenever any payment to be made under this Note shall be stated to be due on a day (other than a Saturday) that is not a business day, the due date thereof shall be extended to the next business day, and no interest shall be payable thereon for the period from and after the scheduled date for payment to such next business day; and if such payment shall be stated to be due on a Saturday, the due date thereof (including any portion of such payment that constitutes interest to and including such Saturday) shall be the preceding business day.

As used herein, "Overdue Rate" means at any date a per annum interest rate equal to the greater of (i) 11.634% and (ii) the interest rate publicly announced from time to time and then in effect by Citibank, N.A., at its principal office in New York as its base rate (with any change in such rate becoming effective as of the date of said announcements).

This Note is one of the Series B Notes referred to in the Trust Indenture and Security Agreement dated as of December 22, 1987 (the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meanings) between the Owner Trustee and The Connecticut Bank and Trust Company, National Association which have been issued by the Owner Trustee pursuant to the terms of the Indenture. The Collateral is held by the Indenture Trustee as security, in part, for the Notes. Reference is hereby made to the Indenture and the Participation Agreement for a statement of the rights and obligations of the holder of, and the nature and extent of the security for, this Note and of the rights and obligations of the holders of, and the nature and extent of the security for, the other Notes, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture and the Participation Agreement each holder hereof agrees by its acceptance of this Note.

There shall be maintained a Register for the purpose of registering transfers and exchanges of Notes at the corporate trust office of the Indenture Trustee or at the office of any successor trustee in the manner provided in Sections 9.3 and 9.4 of the Indenture. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate

original principal amount of Notes of the same series of a different authorized denomination, as requested by the holder surrendering the same.

Prior to the due presentment for registration of transfer of this Note, the Owner Trustee and the Indenture Trustee shall deem and treat the person in whose name this Note is registered as the owner hereof for all purposes and the Owner Trustee shall not be affected by any notice to the contrary.

This Note is subject to prepayment only as permitted by Sections 2.9 and 4.1(b) of the Indenture and to purchase by the Owner Trustee as provided in Section 5.3(b) of the Indenture, and the holder hereof, by its acceptance of this Note, agrees to be bound by said provisions.

This Note and the Indenture are governed by and construed in accordance with the laws of the State of New York.

It is expressly understood and agreed by and between the Owner Trustee, the Owner Participant, the holder of this Note and the Indenture Trustee and their respective successors and assigns, that this Note is executed by Meridian Trust Company, not individually or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee; and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Meridian Trust Company, or on the Owner Participant, individually or personally, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the holder of this Note and by the Indenture Trustee and by each and every Person now or hereafter claiming by, through or under the holder of this Note or the Indenture Trustee; and that so far as Meridian Trust Company, or the Owner Participant, individually or personally are concerned, the holder of this Note and the Indenture Trustee and any Person claiming by, through or under the holder of this Note or the Indenture Trustee shall look solely to the Collateral for payment of the indebtedness evidenced by this Note.

IN WITNESS WHEREOF, the Owner Trustee has caused
this Note to be duly executed.

MERIDIAN TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By _____
Title: _____

EXHIBIT B
to
Trust Indenture and
Security Agreement

INDENTURE SUPPLEMENT

INDENTURE SUPPLEMENT dated _____, 19__ of
MERIDIAN TRUST COMPANY, not in its individual capacity but
solely as owner trustee (herein called the "Owner Trustee")
under the Trust Agreement dated as of December 22, 1987
(herein called the "Trust Agreement"), between the Owner
Trustee and the Owner Participant named therein.

W I T N E S S E T H :

WHEREAS, the Trust Indenture and Security Agreement
dated as of December 22, 1987 (herein called the
"Indenture") between the Owner Trustee and THE CONNECTICUT
BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture
Trustee (herein called the "Indenture Trustee"), provides
for the execution and delivery of a supplement thereto
substantially in the form hereof which shall particularly
describe the Equipment (such term and other defined terms in
the Indenture being herein used with the same meanings) and
any replacement Equipment included in the Collateral, and
shall specifically subject such Equipment or replacement
Equipment, as the case may be, to a security interest in
favor of the Indenture Trustee.

NOW, THEREFORE, This Supplement Witnesseth, that,
in consideration of the premises and of the sum of Ten
Dollars received by the Owner Trustee from the Indenture
Trustee and other good and valuable consideration, receipt
whereof is hereby acknowledged, and in order to secure the
payment of the principal of and interest and premium, if
any, on the Notes according to their tenor and effect,
without priority of any one Note or series thereof over any
other such Note or series, and to secure the payment of all
other Indebtedness and the performance and observance of all
covenants and conditions in the Participation Agreement and
the Lease and in the Notes and in the Indenture contained
running in favor of the holders of the Notes or the
Indenture Trustee, the Owner Trustee has granted and does
hereby grant unto the Indenture Trustee, its successors and

assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the following described property:

<u>Equipment</u>	<u>Builder</u>	<u>Quantity</u>	<u>Identifying Road Numbers (inclusive)</u>
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together with all accessions, equipment, parts and appurtenances from time to time thereto belonging, owned by the Owner Trustee and appertaining or attached to said property, whether now owned or hereafter acquired by it.

Together with all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, to the extent the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted and does hereby grant, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. ___ of even date (other than Excepted Rights in Collateral, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the holders of the Notes and the Indenture Trustee for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part thereof, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Owner Trustee and is included in the property of the Owner Trustee and covered by the lien of the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto authorized as of the day and year first above written.

MERIDIAN TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee
under the Trust Agreement

By _____
Title:

By its execution below, the Builder does hereby acknowledge receipt of payment in full of the Purchase Price of the Units of Equipment hereinabove described and does hereby RELEASE, RELINQUISH and REMISE the purchase money security interest retained by the Builder in such Units of Equipment under and pursuant to the Purchase Agreement. Furthermore, the Builder does hereby consent to and acknowledge the Owner Trustee's grant of a security interest in and to the Owner Trustee's right, title and interest in, to and under the Purchase Agreement pursuant to the within-described Indenture.

GENERAL ELECTRIC COMPANY

By _____
Title:

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